



PURCHASE ORDER

Union Station
401 S. Jackson Street
Seattle, WA 98104
(206) 398-5000 / Fax (206) 398-5271

P.O. Number: 152449 OP dated 9/10/2015

The above number must appear on all documents and correspondence relating to the order. All invoices must be sent directly to Accounts Payable.

Procurement#: Stand Alone

Vendor Information:

GTECHNA USA CORPORATION
334 CORNELIA ST UNIT 549
PLATTSBURGH NY 12901

Ship to Information:

SOUND TRANSIT
401 S JACKSON
SEATTLE WA 98104

This is an offer to purchase on the terms and conditions as stated herein, and your acceptance must conform exactly to these terms and conditions unless otherwise agreed to in writing by Sound Transit.

Payment Terms: Net 30 unless otherwise agreed to in writing by Sound Transit.

Start Date: 9/8/2015

Expiration Date: 5/12/2019

THIS PURCHASE ORDER IS ISSUED PURSUANT TO THE CITY OF SEATTLE AGREEMENT WITH GTECHNA USA CORPORATION CONTRACT NO. 0000003156. VENDOR SHALL PROVIDE SOUND TRANSIT VIA THE CONTRACT SPECIALIST IDENTIFIED A CERTIFICATE OF INSURANCE AS REQUIRED IN THE CONTRACT LISTING SOUND TRANSIT AS THE CERTIFICATE HOLDER. THIS PURCHASE ORDER IS FOR A NOT-TO-EXCEED AMOUNT. VENDOR SHALL NOT PERFORM WORK OR SELL PRODUCTS NOT INCLUDED IN THE CONTRACT SCOPE AND VENDOR SHALL NOT EXCEED THE STATED AMOUNT WITHOUT THE ADVANCE WRITTEN APPROVAL OF SOUND TRANSIT IN THE FORM OF A PURCHASE ORDER/CHANGE ORDER. VENDOR SHALL SIGN AND RETURN A COPY OF THIS PURCHASE ORDER AS ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS ORDER.

Description	Qty	UOM	Unit Price	Extended Price	Tax Y/N	Change Order
Back Office Software	1	EA	8,760.00	8,760.00	Y	
Officer Police Enfrce Software	25	EA	792.00	19,800.00	Y	
Hosting Annual charge	1	EA	4,200.00	4,200.00	Y	
Hosting Annual charge Year 2-4	3	EA	4,200.00	12,600.00	Y	
On Site Training	5	EA	1,000.00	5,000.00	Y	
Software Maintenance & Support	3	EA	5,712.00	17,136.00	Y	
Zebra Printer & spare battery	25	EA	640.00	16,000.00	Y	
Zebra Mobile Charger	2	EA	75.00	150.00	Y	
Zebra 4 bay power station	5	EA	350.00	1,750.00	Y	
Panasonic FZ-X1, spare battery	25	EA	1,828.00	45,700.00	Y	
Panasonic AC adapter	2	EA	45.07	90.14	Y	
Panasonic 4 bay charge cradle	5	EA	691.39	3,456.95	Y	
Professional Project Mgmt	6	EA	1,000.00	6,000.00	N	
Implementation Engineering	15	EA	1,000.00	15,000.00	N	

Sub-Total: 155,643.09
Sales Tax: 12,925.74
Total Order: 168,568.83

By: [Signature]
Purchasing Agent: ARIAS, CARLOS A

If the following box is checked, vendor shall complete the Acknowledgement and Acceptance section below.

☒ Acknowledgement and Acceptance

Accepted By: [Signature]

Title: CEO

Date: Sept 16, 2015

*Sound Transit plans, builds, and operates regional transit systems
and services to improve mobility for Central Puget Sound.*

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Sub-Total:	155,643.09
Sales Tax:	12,925.74
Total Order:	168,568.83

By: _____

Purchasing Agent: ARIAS, CARLOS A

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Acknowledgement and Acceptance

Accepted By: _____

Title: _____

Date: _____

*Sound Transit plans, builds, and operates regional transit systems
and services to improve mobility for Central Puget Sound.*



Procurement and Contracts Division

REQUEST FOR PURCHASE ORDER

PROCUREMENT NO.:

.3Stand Alone

PROCUREMENT TITLE: E-Citation Equipment and Support

REQUISITION NO.: 14235

PROJECT MANAGER: DAVID SHUPE

PO AMOUNT (Pre-Tax): \$230,248.20

CONTINGENCY AMOUNT: \$ 23,024.82

FEDERALLY FUNDED: ☒ No ☐ Yes, Source:

VENDOR/CONTRACTOR: GTECHNA USA CORPORATION

CONTRACT DESCRIPTION: Equipment/Material

BUSINESS UNIT: 800509

START DATE: 9/8/2015

END DATE: 5/12/2019

PURCHASE ORDER TYPE:

SHIP TO: Union Station

OP: Stand Alone Purchase Order

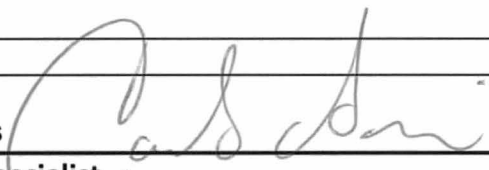
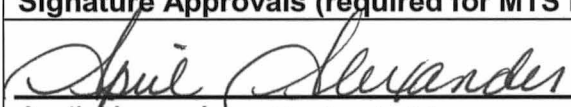
PURCHASING TYPE : Piggyback Agreement

<input type="checkbox"/> Prevailing Wages	<input type="checkbox"/> Protest	<input checked="" type="checkbox"/> Tax Type of Tax: Sales Lines on Req. that are taxable Tax Location:
<input type="checkbox"/> Public Works Contract	<input type="checkbox"/> Single Bid	
<input type="checkbox"/> OCIP	<input type="checkbox"/> Buy America Waiver	
<input type="checkbox"/> Retainage % to be withheld:		

HEADER TEXT FOR STAND ALONE PO'S:

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Special Instructions:

Prepared By:	
Carlos A Arias 	Date: 9-4-15
Sr. Contracts Specialist	
Signature Approvals (required for MTS PO's)	
April Alexander 	Date: 9-4-15
Contracts Manager	

Business Units			
Communications & External Affairs	800401 Customer Outreach, Public Involvement	864118 Marketing & Creative Services	864148 Media Relations & Public Information
	864178 CEA Director's Office	800402 Digital Communications	
Executive	160108 Board Administration Staff	260108 CEO Office	260128 Rail Activation
	260138 Safety/Sec/QA Director's Office	700198 Safety	868218 Quality Assurance
	860027 Internal Audit	862118 Government Relations	864128 Human Resources
	866118 Diversity	868138 Procurement & Contracts	
FIT - Finance	160107 Records Management	800501 ORCA Regional Services	800502 ORCA ST Regional Services
	868108 Chief Financial Officer's Office	868118 Budget & Financial Planning	868148 Risk Management
	868178 Grants	868128 Financial Accounting	800503 External (DOR and DOL)
	868188 Treasury & Revenue		
FIT – Information Technology	868158 Information Technology	800504 IT Infrastructure	800505 IT Service & OPS
	800506 IT SCADA	800507 IT Agency Applications	800508 IT Project Mgmt Office
	800509 IT Transit Systems Tech*	863037 GSC/Warehouse	
Legal	866108 Legal General Counsel		
Design, Engineering, Construction Management (DECM)	400108 DECM Director's Office	400118 Project Support Services	400128 Civil & Structural Design
	400138 Systems Engineering & Integration	400148 Project Controls & Value Engineering	400158 Construction Management
	400178 Community Outreach	800704 Business Support Services	864168 Architecture & Art
	866128 Real Property	800702 Leased Office Space	800703 ST Managed Properties
Planning, Environment & Project Development (PEPD)	762027 Transit Oriented Development	800201 Light Rail Project Development	864208 PEPD Director's Office
	866138 Environmental & Sustainability	867118 Planning & Development	
Operations	260118 Security	700108 Operations Director's Office	700138 Service Planning & Development
	762017 Union Station	766148 Facilities	800601 Customer Facilities & Access
	800602 Business Services	800603 Asset Planning & Programming	800605 Non-Revenue Vehicle Fleet
	864138 Customer Services		
Service Delivery (Managed by Operations)	300999 Sounder	311009 – 100 Everett/Sea (TRK/FAC) SNO	331009 – 110 Sea/Auburn (TRK/FAC) SKC
		332319 – 231 King Street Station SKC	332379 – 237 Kent Station SKC
		351209 – 120 SUBRN/TAC DM (TRK/FAC) PRC	351309 – 130 TAC DM/LKWD (TRK/FAC)
		352459 – 245 Tacoma Dome Station PRC	
	409009 Central Link	429009 Trans Svcs NKC Light Rail	439009 Trans Svcs SKC Light Rail
	459009 Tacoma Link		
	502909 ST Express	512909 Bus System Wide SNO	532619 – 261 Reb Bus Maint Facility
		532909 Bus System Wide SKC	535749 – 574 Tacoma/Fed WY/Seatac SKC
		542909 Bus System Wide EKC	552909 Bus System Wide PrC
Non-Departmental	960908 Depreciation		
Debt Service	900105 Debt Service		

Purchase Request Form (PR)

For IT Procurement Desk Only

E1 Requisition/Blanket Release # created	Date requested	Date ordered on IT's Credit Card

Request Information

Requestor	Ken Cummings	Service Desk Ticket	
Requesting IT Group	Transit Systems	E1 Approval Path	Transit Systems - 800509IT
Order Type	Capital Project	Requisition Type	New Requisition for a PO
PO # or Blanket PO # to be used for requisition types "Change order to existing PO" or "Release from existing Blanket PO"			

Provide a short description for your request: Hardware, Software, and support for Fare Enforcement

Vendor Information

Vendor Name	Gtechna	<input checked="" type="checkbox"/> New Vendor	<u>New Vendor W9 Registration Form</u>	<input type="checkbox"/> Existing Vendor	<input type="checkbox"/> Vendor TBD
Contact Name	Shane Nolan	Contact Phone	(416) 500-2207		
Contact's Title	Solutions Advisor	Email Address	shane.nolan@gtechna.com		

Information for Items that are Taxed

QTY/Hours	Description or Part # (to appear in E1)	Cost Center	Object Account	Sub Account	Tax 9.6%	Item Cost/Rate	Sub Total without Tax	Total with Tax
1	Back Office Software ✓	300031	168100	10099	9.60	\$8,760.00	\$8,760.00	\$9,600.96
25	Officer Police enforcement Software ✓	300031	168100	10099	9.60	\$792.00	\$19,800.00	\$21,700.80
9	Interface to 3 Courts Processing systems - Annual charge Year 2-4 ✓	800509	503451	01333	9.60	\$2,400.00	\$21,600.00	\$23,673.60
1	Hosting Annual charge ✓	300031	168100	10099	9.60	\$4,200.00	\$4,200.00	\$4,603.20
3	Hosting Annual charge Year 2-4 ✓	800509	503451	01333	9.60	\$4,200.00	\$12,600.00	\$13,809.60
5	On Site Training ✓	300031	168100	10099	9.60	\$1,000.00	\$5,000.00	\$5,480.00
3	Software Maintenance & Support annual after 1st year ✓	800509	503451	01333	9.60	\$6,750.00	\$20,250.00	\$22,194.00
25	Zebra Printer & spare battery ✓	300031	168100	10098	9.60	\$640.00	\$16,000.00	\$17,536.00
2	Zebra Mobile Charger ✓	300031	168100	10098	9.60	\$75.00	\$150.00	\$164.40
5	Zebra 4 bay power station ✓	300031	168100	10098	9.60	\$350.00	\$1,750.00	\$1,918.00
25	Panasonic FZ-X1, spare battery, hand strap ✓	300031	168100	10098	9.60	\$1,828.00	\$45,700.00	\$50,087.20
2	Panasonic AC adapter ✓	300031	168100	10098	9.60	\$45.07	\$90.14	\$98.79
5	Panasonic 4 bay charging cradle ✓	300031	168100	10098	9.60	\$691.39	\$3,456.95	\$3,788.82
4	Vendor? Ticket Stock - Annual supply ✓	260118	503280		9.60	\$2,028.00	\$8,112.00	\$8,890.75
1	Setup charge for ticket stock *	300031	168100	10099	9.60	\$500.00	\$500.00	\$548.00
1	AirWatch setup and 1st year for 25 devices	300031	168100	10099	9.60	\$1,875.00	\$1,875.00	\$2,055.00
3	AirWatch annual fee year 2-4 for 25 devices	800509	503451	01333	9.60	\$625.00	\$1,875.00	\$2,055.00
1	Optional hardware	300031	168100	10098	9.60	\$34,029.08	\$34,029.08	\$37,295.87
1	SW Contingency 10%	800509	503451	01333	9.60	\$20,574.82	\$20,574.82	\$22,550.00
Sub Total:							\$226,322.99	\$248,050.00

Information for Items that are NOT Taxed

QTY/Hours	Description or Part #	Cost Center	Object Account	Sub Account	Item Cost/Rate	Total without Tax
6	Professional Project Management	300031	168100	10099	\$1,000.00	\$6,000.00
15	Implementation Engineering	300031	168100	10099	\$1,000.00	\$15,000.00
1	Optional development	300031	168100	10099	\$3,500.00	\$3,500.00
1	Contingency 10%	800509	503130	01333	\$2,450.00	\$2,450.00
Subtotal without Tax:						\$26,950.00
Grand Total:						\$275,000.00

Additional Information:

PO will be set up to start & expire on these dates!!! *

Begin Date 7/28/2014	End Date 1/1/2020
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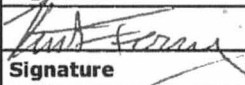
Special Instructions (Please list here detailed description, Sku number, vendor's/manuf. website, State contract number, and other contact information that Contracts & Procurement team might need to process your request)

Independent Cost Estimate statement:

These costs were estimated using (check one):*

☐ Previous purchase of similar type ☐ Industry standard/Market Research ☒ Rates in a GSA Contract or other piggyback contract

Review and acknowledgement:

<input checked="" type="checkbox"/> IT Manager Responsible For Purchase Required for ALL		8-10-15
	Signature	Date
<input checked="" type="checkbox"/> IT Business Services Manager Required for ALL Purchases		8-10-15
	Signature	Date

R43500
ST00003

Requisition
SOUND TRANSIT

8/17/2015

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Order Number 14235 000 OR
PO Number 14235- 000 - OR
Division 800509IT
Supplier 71625
Federal Funding? N

Shipped From GTECHNA USA CORPORATION
334 CORNELIA ST UNIT 549
PLATTSBURGH NY 12901

Ship To SOUND TRANSIT
401 S JACKSON
SEATTLE WA 98104

Ordered 8/10/2015 Contract Specialist Project Manager SHUPE, DAVID S

Requested 8/10/2015

Requested by HILLE Comm Pckg ID Contract Desc

Procurement Type No Purchasing Type

This contract is a piggyback off of City of Seattle / SPD for hardware and software for ticketing, expiring 2019.

Capitol budget is allocated at \$400K LT budget under IT Transit Systems Fare Collection project 3x212.

O&M budget is not applicable for year 2015, and has been allocated for 2016 and will be going forward as applicable.

Original

Line	Rev	Description / Supplier Item	Ordered	UOM	Unit Price	PR	Extended Price	Requested Date	Account Number
1.000	0	Implementation Software		LS	.0000	LS	40,135.00	8/10/2015	300031.168100.10099
2.000	0	Software Annual Renewal yr 2-4		LS	.0000	LS	56,325.00	8/10/2015	800509.503451.01333
3.000	0	Hardware		LS	.0000	LS	101,176.20	8/10/2015	300031.168100.10098
4.000	0	Services /Optional Development		LS	.0000	LS	24,500.00	8/10/2015	300031.168100.10099
5.000	0	Ticket Stock - Annual Supply		LS	.0000	LS	8,112.00	8/10/2015	260118.503280
6.000	0	Contengency Software		LS	.0000	LS	20,574.82	8/10/2015	800509.503451.01333
7.000	0	Contengency Services		LS	.0000	LS	2,450.00	8/10/2015	800509.503130.01333
Total Amount / Independent Cost Estimate (ICE)							253,273.02		

Tax Group Summary

SEATTLE	9.600 %	226,323.02	21,727.01
		Sales Tax	ICE
Tax Rate	9.600	21,727.01	275,000.03

CHECK ONE:

Price is fair and reasonable based on:

- ☒ Competition
☐ Past Experience
☐ Research of Market Rates
☐ Other _____

APPROVED:

OLESON, STEVEN J 8/11/2015
TERRY, KRISTIN M 8/11/2015
JEFFERIES, CHRISTOPHER H 8/13/2015
NAYYAR, GAURAV 8/13/2015

R43500
ST00003

Purchase Order Print
SOUND TRANSIT

8/17/2015

Page -

2

Line	Rev	Description / Supplier Item	Ordered	UOM	Unit Price	PR	Extended Price	Order Number	14235	000	OR
								Requested	Account		
						UM		Date	Number		
		WEISS, JASON P	8/13/2015								
		MCCARTAN, BRIAN P	8/13/2015								
		HARBOUR, MICHAEL S	8/17/2015								

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Procurement Summary Memo

Date: 08/17/2014

By: Carlos Arias, Senior Contracts Specialist

Procurement No.: Stand Alone

Procurement Title: E-Citation

The following is a summary of the facts of, and the steps taken in this procurement.

PURPOSE AND BACKGROUND

This project is for a firm to provide Sound Transit with a hand held citation issuance system for the Sound Transit Fare Enforcement Officers to issue citations for non-paying riders in real time.

DETERMINATION OF PROCUREMENT TYPE

On 8/1/2015 and prior to the department requisition submission, I determined that a piggyback with GTECHNA USA Inc. via a contract with the City of Seattle was appropriate for this procurement. The reason for this is that prior to this purchase request back in 2014 Sound Transit issued an RFI in order to gather information regarding E-Citation systems and vendors. During that process, Sound Transit became aware that the City of Seattle had recently completed solicitations for the same services. In reviewing, the information gathered from the RFI and the solicitations information provided by the City of Seattle I determined that it would not be efficient to replicate the same process the City of Seattle had recently completed. In addition the City of Seattle contract was flexible enough to allow for any specific changed Sound Transit would require regarding the equipment and support.

The original contract contains an express assignability clause. (p. 16 – Section 38)

The agreement being used to piggyback is the City of Seattle vendor contract number 0000003156 with Gtechna USA, INC., which was executed on 5-13-2014, the effective period if from 5-13-2014 through 5-12-2019.

The original Request for Proposals #POL-3156 for Handheld Citation Issuance System Replacement Project was issued on September 9, 2014 and prepared by the City of Seattle.

The RFP was publicly posted (see below) and the Number of proposers that responded to RFP was eight.

Posting Information: DJA and City of Seattle "thebuyline" Date Posted: September 18, 2013

Both the Contract Specialist and a member of Sound Transit legal reviewed the Piggyback contract and found that all of the terms and conditions are acceptable to Sound Transit. This also included the warranty provision, services level agreement and the insurance requirements.

Sound Transit did request changes to the original pricelist to include updated versions of current in scope items so no cardinal change was made.

PROCUREMENT PROCESS OVERVIEW

Independent Cost Estimate (ICE)

The ICE for this project was determined to be \$275,000 based on market research. David Shupe, IT Project Manager for this project conducted the research and drafted the ICE. The ICE was submitted with Requisition No. 14235 on 8/17/2015.

BASIS FOR CONTRACT PRICE (COST/PRICE ANALYSIS)

The GTechna USA, INC. agreement was competitively procured by the City of Seattle. The pricing proposed by the vendor is discounted 20% the MSRP and within contract specification. In addition, both CS and PM compared pricing to the MSRP price list from the OEM of comparable items as well as market research conducted via a request for information. From the information gathered the CS has determined that the price is fair and reasonable.

RECOMMENDATION FOR AWARD

The Contract was approved for award to GTechna USA, Inc. by the Sound Transit Committee on 9/3/2015 under Motion No. M2015-81.

Notice of Award letter was transmitted to GTechna USA, Inc. on 9/10/2015.

This contract is for 4 years. Purchase Order 152449 OP was issued on 9/10/2015.

MOTION NO. M2015-81**Contract for eCitations Hardware, Software and Services for Sound Transit Fare Enforcement**

MEETING:	DATE:	TYPE OF ACTION:	STAFF CONTACT:
Operations & Administration Committee	09/03/2015	Final Action	Brian McCartan, Executive Director FIT Dave Shupe, Sr. Project Manager, FIT Ken Cummins, Chief Security Officer, Ops

PROPOSED ACTION

Authorizes the chief executive officer to execute a four-year contract with Gtechna USA, Inc. to provide eCitations hardware, software and services in the amount of \$250,000 with a 10% contingency of \$25,000, for a total authorized contract amount not to exceed \$275,000.

KEY FEATURES SUMMARY

- This contract will provide eCitations equipment and related software that will allow Fare Enforcement Officers to cite non-paying riders in real time on Link light rail and Sounder trains, and reduce officer reporting time from approximately two hours per day to 30 minutes per day.
- The contract scope includes:
 - 25 Panasonic ToughPads and Zebra 3" portable printers (which includes 5 spares);
 - Software to track previous citations and warnings issued by Sound Transit and efficiently complete reporting requirements for warnings and citations issued by Fare Enforcement Officers; and
 - Software support services for the four-year term.
- Work to incorporate this new hardware and software into Sound Transit's fare enforcement process will be completed in two phases. Phase one of this project will maintain the existing process of sending paper copies of the officer report and the citation to the district courts. Phase two will include an electronic interface to the King, Pierce, and Snohomish District Courts that will eliminate the paper and automate the data entry currently manually performed by the courts.
- Using a piggyback contract developed by the City of Seattle for the Seattle Police Department parking enforcement provides Sound Transit with a 20% discount.
- By implementing hardware and software tools to automate the current process, Sound Transit estimates a savings of \$1 million in staffing costs over the next five years.
- Sound Transit plans to implement new hardware and procedures by the end of 2015.

BACKGROUND

The current process used by Sound Transit Fare Enforcement Officers involves manually taking a rider's information then logging it at the end of their shift. Citations are then sent to the District Court, and the court is responsible for mailing the citation to the offender. This process is inefficient, burdensome to the Courts and frequently results in service failure due to incorrect address information

On March 12, 2014 the Washington State Legislature passed HB 2111 to amend RCW 81.112.210 at Sound Transit's request to remove vehicle specific information from the notice of infraction served by Fare Enforcement officers. On June 22, 2015, the Administrative Office of the Courts approved the layout of Sound Transit's proposed 3" x 11" notice of Infraction. These changes allow Sound Transit fare enforcement officers to utilize a system that uses hand-held devices and related software to improve efficiency.

Sound Transit issued a Request for Information (RFI) in July 2014 to determine the availability of hardware and software in the marketplace to meet Sound Transit requirements and received responses from six companies. Following review and evaluation of the pricing and demonstrations provided, Sound Transit determined that Gtechna provided the best value for Sound Transit.

The Panasonic ToughPad being requested under this action could be used in place of the portable ORCA card readers in the future if Sound Transit determines that efficiencies could be gained by use of a consolidated system.

FISCAL INFORMATION

This action executes a four year contract with Gtechna USA. Inc. to provide hardware, software and services for a total not to exceed \$275,000 which includes a 10% contingency.

The total contract cost includes funding from both capital and department budgets. The initial set of deliverables of \$179,377, will be capitalized and is budgeted under the Fare Collection project. There is sufficient funding from the annual budget in 2015.

The balance of the contract is split between the Finance & IT (FIT) Department Budget and the Operations Department Budget, for the projected cost for on-going support from 2016 to 2019 that will be requested in future years under the IT Transit Systems Budget under FIT Department for \$86,732 including the \$25,000 project contingency, and \$8,891 under Security budget under the Operations department budget.

Capital costs in this action are within the Adopted Budget and sufficient funds remain after the approval of this action to fund the remaining work in Fare Collection project as contained in the current cost estimates.

CONTRACT DETAIL	Current Approved Contract Status	Proposed Action	Proposed Total for Board Approval
Gtechna USA Inc.			
Contract Amount		250	250
Contingency Amount		25	25
Total Not to Exceed Value		275	275
Percent Contingency		10%	10%

FARE COLLECTION	Adopted 2015 TIP	Spent to Date	This Action	Spent to Date Plus Action	Uncommitted / (Shortfall)
Administration	3,257	279	-	279	2,978
Prelim Engineering/Env Review	150	150	-	150	-
Construction	11,463	7,254	179	7,434	4,029
TOTAL FARE COLLECTION BUDGET	14,870	7,683	179	7,863	7,007

FINANCE AND INFORMATION TECHNOLOGY DEPARTMENT BUDGET	Prior Years Spending	2015 Spending	Future Expenditures	Total
IT Department Budget (2016-2021)	-	-	87	87
Total FIT Department Budget	-	-	87	87

OPERATIONS DEPARTMENT BUDGET	Prior Years Spending	2015 Spending	Future Expenditures	Total
Security Budget	-	-	9	9
Total Operations Budget	-	-	9	9

Notes:

Amounts are expressed in Year of Expenditure \$000s.

Board Approvals = Expenditures up to July 2015

The project budget located on page 93 of 210 of the Adopted 2015 Transit Improvement Plan (TIP)

SMALL BUSINESS/DBE PARTICIPATION

Sound Transit promotes and encourages small business participation, which also includes Disadvantaged Business Enterprises (DBEs). Small Business and DBE goals are based upon an examination of subcontracting opportunities contained in the work of this contract and the number of Small Businesses/DBEs available to perform such subcontracting work.

Sound Transit determined that there were few Small Business and DBE subcontracting opportunities based upon the work described in this contract, so Small Business/DBE goals were not established or required.

PUBLIC INVOLVEMENT

Not applicable to this action.

TIME CONSTRAINTS

A one month delay would negatively impact the project implementation schedule.

ENVIRONMENTAL REVIEW

JI 8/12/2015

LEGAL REVIEW

CJ 8/25/2015



City of Seattle

Paul Schell, Mayor

Executive Services Department

Dwight D. Dively, Director

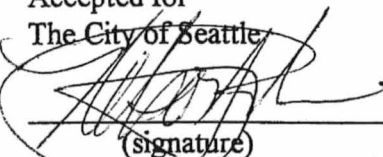
COOPERATIVE PURCHASING AGREEMENT

In accordance with RCW Chapter 39.34 and to other provisions of the law, The City of Seattle ("City") and Central Puget Sound Regional Transit Authority ("Sound Transit") hereby agree to a cooperative governmental purchasing agreement for various supplies, materials, equipment and services, using the City's competitively awarded contracts. The following terms and conditions apply:

1. The City, in contracting for the purchase of supplies, materials, equipment and services for the City, agrees, at its discretion, to extend said contracts to Sound Transit to the extent permitted by law, and agreed upon by the parties and the vendor(s).
2. Sound Transit shall be responsible for compliance with any additional or varying laws and regulations governing purchases by or on behalf of Sound Transit.
3. Any purchases by Sound Transit shall be effected by a purchase order from Sound Transit and directed to the vendor(s).
4. The City shall not accept responsibility for the performance of any vendor contracted for by Sound Transit as a result of this Agreement.
5. The City shall not be responsible for the payment of any item(s) contracted for by Sound Transit as a result of this Agreement.
6. This Agreement shall continue in force until canceled in writing by either party.

Accepted for

The City of Seattle


(signature)

Nelson Park

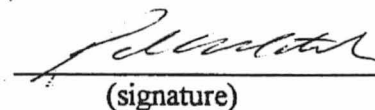
Acting Purchasing Manager

Date:

8/9/99

Accepted for

Sound Transit


(signature)

Name

Title Deputy Exec. Director

Date:

8/12/99

ref:cpast



Contracting Services Division, 700 Third Avenue, Room 910, Seattle, WA 98104-1808

Tel: (206) 684-0444, TDD: (206) 233-7810, Fax: (206) 233-5155, <http://www.ci.seattle.wa.us>

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



MEMO

August 10, 1999

TO: Bob White
John Groh *Mandie Baus*

FROM: Sue Craven *SC*

SUBJECT: Cooperative Purchasing Agreement with City of Seattle

Information Services has submitted requisitions to purchase telecommunications equipment from GTE and would like to "piggy-back" onto contracts the City of Seattle currently has with GTE and U.S. West. It makes good business sense for Sound Transit to utilize contracts through other public agencies, as long as the procurements meet any FTA requirements and meet our needs.

The attached Cooperative Purchasing Agreement, when fully executed, would allow Sound Transit to use these contracts GTE and U.S. West and with other vendors.

If you approve, will you please sign both copies of the Cooperative Purchasing Agreement and return to me.

*Attached contract approved as to form:
Mandie Marie Baus
Sr Legal Counsel 8/11/99*






City Purchasing

Current Contract Information

General Information 206-684-0444

ALERTS

This contract is not intended for anything that is more properly classified as Public Works.
This contract is limited to only those items expressly provided for in this contract.
Do not use for federally funded purchases without a specific review for your grant funding requirements.

Contract Title: Handheld Citation Issuance System			Contract # 3156
Buyer	Name: Michael Mears	Phone: 684-4570	E-Mail: michael.mears@seattle.gov
Vendor (name/address)	Gtechna USA, Inc. 334 Cornelia St Ste 549 Plattsburgh, NY 12901		Vendor ID# 0000403527
Vendor Contact	Contact: Michael Guay		
	Phone: 866-483-2462 ext. 101	Fax: 514-387-6220	E-Mail: Michael.guay@gtechna.com
WMBE Status	No WMBE ownership		
Description	• This contract is a result of a Request for Proposal #POL-3156		
Contract Term	5/13/14 – 5/12/19		
Future Extension Option	Per mutual agreement		
Freight Terms	FOB Destination Prepaid and Allowed		
Prompt Pay Discount	Net 30 days		
Delivery ARO	As required		
Order Instructions	For Use By: Seattle Police Dept only	Order Limit: None	
Contracting Options	<input checked="" type="checkbox"/> This is the only City contract for this product. Unless a separate competitive process is undertaken, this contract must be used when a product is sought that matches contract offerings. Call the Buyer for advice. <input type="checkbox"/> This is one of several contracts awarded for this product. The City may select among any of the following:		
Comprehensive Contract  Gtechna Contract.pdf	Pricing  4 gtechna attach 2 appendix A pricing.pdf	Original RFP  RFPPOL3156.doc	



City Purchasing

Current Contract Information

General Information 206-684-0444

Contract History	Contract Start Date	5/13/14
Vendor Emergency Contact Information		
Emergency Contact Name	Dan Rossiter	
Emergency Phone Number	866-483-2462 Ext. 112	
Back-Up Emergency Phone Number	Dan.rossiter@gtechna.com	
Contact information for company locations areas outside Seattle that can be called upon in an emergency Alternative Address		



City Purchasing

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The Buy Line

City Purchasing Announcements, Current Bid Solicitations & Archives



CityLink Seattle

Your City, Right Now

Citylink.Seattle.gov

Welcome to City Purchasing Blog
« [Previous post](#) [Next post](#) »

ARCHIVED-Handheld Citation Issuance System Replacement Project RFP-POL-3156

Original Date Posted: September 18, 2013 9:21 am [ShareThis](#)

Click here to access Request for Proposal-POL-3156.doc

Proposal Due Date & Time: UPDATE: 10/29/13 AT 3:00pm

Addendum Q&A: 10/16/13

Optional Pre-Proposal Conference: 09/26/13 at 10:00am at 700 5th Avenue, Suite 4112, Seattle WA 98104.

Pre-Proposal Conference Attendees List: 09/26/13

City Buyer: Michael Mears, 206-684-4570

Evaluation and Award Decisions

Status Update: Awarded

Click here for Evaluation Summary

Status & Award List: N/A

Executed Contract: Blanket Contract #3156-Gtechna USA

Posted under History/Archives, RFP-POL-3156 category

« [Previous post](#) | [The Buy Line Home Page](#) | [Next post](#) »

Pages

[Purchasing Overview](#)

[Contract Search](#)

Search

Categories

Announcements (RSS)

Bids & Proposals (RSS)

[ITB #FAS-3348 \(RSS\)](#)

[ITB #POL-62015 Uniforms \(RSS\)](#)

[ITB #POL-WP52015 \(RSS\)](#)

[ITB #PRK-3524 \(RSS\)](#)

[ITB #SCL-3438 \(RSS\)](#)

[ITB #SCL-3472 \(RSS\)](#)

[ITB #SDOT-3506 \(RSS\)](#)

[ITB-SCL-1290 \(RSS\)](#)

[RFI-FAS-4387 \(RSS\)](#)

[RFP #2000001701 \(RSS\)](#)

[RFP #3364 \(RSS\)](#)

RFP #3381
(RSS)
RFP #CTY-3214
(RSS)
RFP #CTY-3525
(RSS)
RFP #FAS-3337
(RSS)
RFP #LAW-3-A
(RSS)
RFP #LAW-4
(RSS)
RFP #MUNI-3518
(RSS)
RFP #SCL-3399
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RFP #SCL-3404
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RFP #SCL-3407
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RFP #SCL-3450
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RFP #SCL-3450R
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RFP #SPD-3289
(RSS)
RFP DIT 140114
(RSS)
RFP-13120 (RSS)
RFP-9-14 (RSS)
RFP-SCL-12014
(RSS)
RFP# S58-
T25507 (RSS)

ITB #SFD-72015
(RSS)

History/Archives
(RSS)

September
2013

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« Aug Oct »

Pre-Proposal Conference Attendance Log
 Request for Proposal #POL-3156 Date/Time: 9/26/13 10:00 AM
 Handheld Citation Issuance System Replacement Project

Printed Name	Representing	Phone	E-Mail
✓ 1. DAVID HOLLER	COMPLUS DATA INNOVATIONS	914-747-1200	DAVIDH@COMPLUSDATA.COM
✓ 2. STEVE AMENT	BRAZOS TECHNOLOGY	979-690-2811	SAMENT@BRAZOTECH.COM
✓ 3. LAURA LIERZ	T2 SYSTEMS	317-524-7410	LLIERZ@T2SYSTEMS.COM
✓ 4. HEATHER FINCH	DUNCAN SOLUTIONS	414-847-3801	HFINCH@DUNCANSOLUTIONS.COM
✓ 5. GARY WAAR	CITEZONE	888-755-2011	GARYWAAR@CITEZONE.COM
✓ 6. TADY SWIFT	CARDINAL TRACKING		TSWIFT@CARDINALTRACKING.COM
✓ 7. RON GIVEN	BREKFORN	877-577-0200	RGIVEN@BREKFORN.COM
8. LUIS ALBA	HOJOKA SOLUTIONS	425-301-7398	LUISALBA@HOJOKASOLUTIONS.COM
9. GREGORY HILL	VERIZON WIRELESS	425-330-3512	GREGORY.HILL@VERIZONWIRELESS.COM
10. Brod Mlagee	Duncan Solutions	414.217.0891	bimagee@duncansolutions.com
11. Luke Kieft	Aparc Systems	604 276 4500	lkieft@aparcsystems.com
12. Peter MacDonald	Xerox	206-349-1915	peter.macdonald2@xerox.com
✓ 13. INGO SCHNEERS	SCHNEERS TECHNOLOGIES		
14.			
15.			

Seattle Police Department- Parking Enforcement Hand-held Citation Issuance System Replacement
RFP POL 3156

Step 4 - Vendor Demonstrations & Interviews
Date: January 16, 2014

While evaluation and scoring for Step 4 builds on the information presented during Step 3, Vendors will be scored solely on how information from the presentation, demonstration and equipment testing collaborates and expands information from the written proposal. Scoring from earlier evaluations do not carry forward.

	Available Max Score
Functional and Technical Requirements	
Equipment	10
Citation Issuance	10
Reporting and Analysis	10
Data Storage & Application Management	10
Management Response	
Interface Development & Data Transfer	15
System Implementation, Training & Technical Support	30
Financial Response	15
Total Available Points	100

The Evaluation Team will jointly determine the scoring and recommendations of Vendors/product areas and will determine which Vendor/products will advance to Step 6, Contract Negotiations.

	Score
gtechna USA	71.57
Mobizent LLC	70.00
Brazos Technology	66.49
Duncan Solutions	53.67

It is the sole discretion of the City to determine the appropriate Vendor to proceed to Step 6. Once decisions have been made, the successful vendor will be notified of their status.

The Step 4 scoring team recommends that gtechna USA be invited to enter contract negotiations with the City of Seattle

Step 3 - Detailed Proposal Review
Date: November 21, 2013

All proposals satisfying the requirements in Step 2 will be evaluated in detail, focusing on the overall requirements in Scope of Work and Technical and Functional spread sheet.

	Available Max Score
Functional and Technical Requirements	
Equipment	10
Ruggedized Device Usability	
Ruggedized Device Performance Capabilities	
Smart Phone Device Usability	
Smart Phone Device Performance Capabilities	
Printer Usability	
Printer Performance Capabilities	
Equipment Warranty and Technical Support	
Citation Issuance	10
Data Elements	
Citation Issuance Process	
Comments Capabilities	
Citation Numbering	
Check In/Out	
Enforcement Data Req'mts	
Citation Issuance App Warranty and Technical Support	
Optional Apps	
Reporting and Analysis	10
Query Capabilities	
Report Development	
Data Export	
Special Features	
Data Storage & Application Management	10
IT Infrastructure	
Access & Security	
Application Management & Tech Support	
Reliability, Data Recovery & Problem Response	
Application Warranty and Technical Support	
Interface Development & Data Transfer	15
Interface Development & Functionality	
Experience with Interface Development & Data Transfer	
Co-operation with other City paid parking vendors	
Management Response	
System Implementation, Training & Technical Support	30
Proposed Team	
Implementation Approach	
Schedule	
Acceptance Testing and Turnover	
System Training and Technical Support	
Financial Response: 15 total	

Step 2 - Initial Proposal Review (Optional)
Date: November 8, 2013

At the Option of the City, all proposals satisfying the requirements of Step #1, will be evaluated on a subset of specifications within the RFP that are set forth below:

	Available Max Score
Functional and Technical Requirements	
Equipment	10
Handheld Performance Capabilities	
Printer Performance Capabilities	
Citation Issuance	10
Citation Numbering	
Comments Capabilities	
Check In/Out	
Citation Issuance Process	
Reporting and Analysis	10
Query Capabilities	
Report Development	
Data Export	
Data Storage & Application Management	10
IT Infrastructure	
Access & Security	
Interface Development & Data Transfer	15
Interface Development & Functionality	
Management Response	30
Proposed Team	
Implementation Approach	
Schedule	
Total Available Points	85

Vendors with scores significantly below the competitive average will not continue on to Step 3 of the Evaluation. Step 2 scores for vendors submitting proposals are as follow:

Brazos Technology	73.44
Mobizent LLC	66.86
gtechna USA	66.30
Duncan Solutions	61.23
Aparc Systems	60.97
Step 2 Competitive Scoring Average	65.76
Step 2 Overall Scoring Average	58.22
Omni Park	47.97
Brekford Corp (Schweers)	45.88
Clancy Systems	43.14

Smart Phone Equipment Package	3.75
Ruggedized Device Equipment Package	3.75
Data Management Package	7.5
Total Available Points	100
Proposals clustered within a competitive range, in the opinion of the evaluation team, will be offered:	
Brazos Technology	76.34
Mobilzent LLC	69.95
gtechna USA	68.36
Duncan Solutions	67.24
Step 3 Competitive Scoring Average	70.47
Step 3 Overall Scoring Average	69.20
Aparc Systems	64.12
The Step 3 scoring team recommends that Brazos Technology, Mobilzent LLC, gtechna USA and Duncan Solutions be invited to the Step 4 Vendor presentations and system demonstrations. Considerations that scored the Aparc proposal below the competitive range are listed below:	
Aparc Systems	Did not offer the prospect of a Smart phone application in the immediate future; Citation issuance process showed lower flexibility; Reports and data analysis system description focused on lot configurations.

The Step 2 scoring team recommends that Omni Park, Brekford Corp and Clancy Systems are not sufficiently complete, competitive proposals to move to the Step 3 evaluation. Specific areas of concern are:	
Brekford Corp (Schweers)	One piece solution; limited reporting capability; older processing technology; unrealistic implementation schedule considering interface development
Clancy Systems	Concern for Clancy designed printer durability; printer requires flat paper stock; unrealistic implementation schedule concerning interfaces; limited proposal details
Omni Park	Primarily private parking lot enforcement experience; no law enforcement experience; limited proposal details



City of Seattle

Request for Proposal #POL-3156

HANDHELD CITATION ISSUANCE SYSTEM REPLACEMENT PROJECT

Closing Date & Time: 10/24/13 3:00PM

Table 1 – Solicitation Schedule

Events	Date
RFP Issued	9/18/13
Pre-Proposal Conference (optional)	9/26/13 @10:00AM
Deadline for Questions	10/04/13
City Answers to Questions Posted	10/10/13
Sealed Proposals Due to the City	10/24/13 @3:00PM
Announcement of Most Competitive Proposals Advancing to Demonstrations & Interviews	11/08/13
Demonstrations and Interviews	11/18/13 – 11/22/13
Announcement of Successful Proposer	12/06/13
Contract Award	12/13/13

The City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on the City website or as otherwise stated herein.

All times and dates are Pacific.

**PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME
AND MUST BE AT THIS LOCATION STATED IN SECTION 6**

Mark the outside of your mailing envelope indicating RFP #POL-3156

By responding to this Request for Proposal (RFP), Proposer agrees that s/he has read and understands all documents within this RFP package.

1. PURPOSE AND BACKGROUND.

Purpose:

The purpose of this project is to replace the current aging Parking Enforcement citation issuance system. The current system was deployed in 2007/2008. The existing handheld computers are reaching the end of their useful life. Device reliability is an issue and is impacting the availability of equipment to support daily operations. Additionally, the device operating speed on a new unit should be measurably faster and increase PEO efficiency.

Concurrent with this procurement process, SDOT is issuing an RFP to replace the 2,200 pay stations that control the on-street paid parking system, a major parking enforcement responsibility. The new citation issuance system is likely to require wireless data interfaces between the handheld enforcement devices, the on-street payment system back office for vehicle payment status and mobile LPR systems for efficient violation identification. The current system does not have these requirements.

Background:

Through this Request for Proposal (RFP) the City of Seattle (City) Police Department (SPD) Parking Enforcement Section is seeking to replace their handheld parking citation issuance system with one that reflects the current state of mobile wireless device technology and data management/analysis. Parking Enforcement is interested in understanding the vendor's capabilities to support parking citation issuance on a range of mobile data system devices that will interface with Seattle Department of Transportation (SDOT) on-street parking payment equipment for pay by license plate payment status, the Municipal Court Information System (MCIS) for citation and scofflaw data transfer, SPD for current stolen vehicle lists, SDOT Residential Permit Zone (RPZ) system for valid permit license numbers and mobile license plate recognition (LPR) systems for potential citation issuance opportunity identification.

This RFP represents a funded 2013 SPD project. The current project schedule envisions contract award during Fall 2013, with the deployment of the new system during early 2014. This project will support the planned replacement of SDOT's on-street paid parking pay stations between 2014 and 2016. This will require the development of a data exchange interface between this system and the current parking pay by phone vendor as well as the selected contractor of the SDOT pay station replacement procurement effort. The pay by phone vendor interface will need to be in place and functional as this new system goes live. The parking pay station vendor interface will need to be designed after pay station vendor award in 2nd Qtr. 2014 and functional with the initial deployment of the new pay stations during 3rd Qtr. 2014.

The City is seeking a completely integrated system. A single vendor or team of vendors may supply the requested system. Vendor teams, offering packaged solutions, must have a single vendor, who assumes overall financial and legal responsibility for providing a tightly integrated solution comprised of disparate products. Proposals that involve multiple vendors must clearly identify one vendor as the 'prime contractor', and all others as subcontractors. As a "minimum requirement" for consideration for this scope of supply, the vendor or vendor team must describe how this offering represents a complete integrated solution.

The Seattle Parking Enforcement Section currently uses handheld ticketing devices, separate Bluetooth printers and a citation issuance application that was purchased as part of a 2007 procurement process. The procurement provided Intermec CN3 handheld computers, Zebra 2 inch portable printers and Advanced Public Safety (APS) citation, courtesy notice and ticket numbering applications. The APS reporting application runs on a server located behind the SPD firewall.

Data transfer interfaces are established between the reporting application and the Municipal Court Information System (MCIS) to batch transfer daily citation data and receive a daily scofflaw list. There is an interface with the FBI for daily stolen vehicle license plate data. An interface with PaybyPhone is

under development to receive license plate lists for paid on-street parking purchased through the PaybyPhone service.

There are currently 105 authorized Parking Enforcement Officers (PEO) who issue over 500,000 annual parking-related citations, with an associated annual revenue of about \$25 million. Citation data is batch transferred to Municipal Court Information System (MCIS) on a daily basis. The Municipal Court has web-access to the reporting application for a view of a reproduction of the citation, related citation photos, officer private notes and an officer certification form that confirms that the officer has been trained and all their equipment is in working order.

SPD would prefer the new citation data storage and reporting application to be located on a vendor-hosted, web-access server. However, it is more important that the vendor's recommended solution represent the vendor's mainstream delivery method.

Starting in mid-2014, the hand held citation issuance devices will need to have wireless capability and the data query interface established to the SDOT on-street parking payment equipment vendor's back office for vehicle parking payment information by license number and block face location. This data exchange interface is necessary to complement the pay by phone parking payment service currently being deployed and to improve parking management and enforcement efficiency associated with the conversion from Pay and Display to Pay by Plate paid parking.

Parking Enforcement expects to work with the selected vendor to also develop a data exchange protocol between the SPD mobile LPR units and the hand held citation issuance system that will permit the LPR unit to identify citation opportunities for follow-up by on-street PEOs. Additionally, Parking Enforcement would like to add a daily update from the SDOT RPZ Permit system of current valid permitted license plates and their respective zone numbers.

A system diagram is shown in the Scope of Work, System Architecture, Data Storage and Application Management section.

Single Award: With this solicitation, the City intends to award one contract and does not anticipate award to multiple companies.

2. SOLICITATION OBJECTIVES.

The City expects to achieve the following outcomes through a new blanket contract.

The objectives of the Parking Enforcement Handheld System Replacement Project are to:

1. Select a hardware system that supports officer efficiency, reflects current mobile device capabilities and can be easily configured to meet emerging enforcement data exchange requirements
2. Provide comprehensive citation and officer work flow data analysis and reporting capabilities
3. Obtain a vendor-hosted data storage and reporting application
4. Secure a responsive and technically innovative vendor technical service capability.

3. MINIMUM QUALIFICATIONS.

The following are minimum qualifications and licensing requirements that the Vendor must meet to be eligible to submit a RFP response. Responses must clearly show compliance to these minimum qualifications. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

- Previous experience in reliably managing citation volumes, data storage and reporting/analysis capability for a Parking Enforcement operation of at least 60 officers and at least 350,000 to 400,000 annual citations.
- If proposing a vendor hosted data storage and reporting/analysis solution as the primary recommendation, vendor must have previous experience providing a hosted citation systems for at least 2 years.

Certified Reseller (or Factory Authorized Reseller):

The Proposer, if other than the manufacturer, shall submit with the proposal a current, dated, and signed authorization from the manufacturer that the Proposer is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in bid rejection. This includes the certification to license the product and offer in-house service, maintenance, technical training assistance, and warranty services, including available of spare parts and replacement units if applicable.

4. LICENSING AND BUSINESS TAX REQUIREMENTS.

This solicitation and resultant contract may require additional licensing. The Vendor must meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Vendor.

Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if they are required to hold such a license by the laws of those jurisdictions. The Vendor should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Vendor.

Seattle Business Licensing and associated taxes.

1. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A "physical nexus" means you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Vendor Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have "physical nexus".
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.
6. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
7. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing

further explanation, along with the application and instructions for a Seattle Business License is provided below .

11. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.



State Business Licensing and associated taxes.

Before the contract is signed, you must have a State of Washington business license (a State "Unified Business Identifier" known as a UBI#). If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State as a result of licensing shall be borne by the Vendor and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx>

Permits: All permits required to perform work are to be supplied by the Vendor at no additional cost to the City.

5. SCOPE OF WORK and SPECIFICATIONS

Scope of Work:



POL 3156
ScopeofWorkinRFP

Contract Term: This contract shall be for three (3) years, with two (2) one-year extensions allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least forty-five (45) days prior to the otherwise automatic renewal date.

No Guaranteed Utilization: The City does not guarantee utilization through any resultant contract. The solicitation may provide estimates of utilization solely to help Vendors prepare their proposals; and does not serve as a guarantee of usage. The City reserves the right to multiple or partial awards, and/or to order greater or less quantities based on City needs. The City reserves the right to use other appropriate contract sources to obtain these products or services, such as State of Washington Contracts. The City may also periodically re-solicit for new additions to the Vendor pool, to invite additional Vendors to submit proposals or proposals for award. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

- If the City awards multiple contracts to form a vendor pool, this RFP established competition compliant to City competitive proposal laws; the City Project Manager may place an order with any pool vendor or may solicit multiple quotes to select among the pool vendors. If departments request quotes, the Vendors must use the costs and hourly rates in the contract.

Contact Expansion: Any resultant contract or Purchase Order may be expanded as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing Contract that has not yet

expired. Likewise, a one-time Purchase Order may be modified if the proposal reserved the right for additional orders to be placed within a specified period of time, or if the project or body of work associated with a Purchase Order is still active. Such modifications must be mutually agreed. The only person authorized to make such agreements for the City is the Buyer from the City Purchasing Division (Department of Finance and Administrative Services). No other City employee is authorized to make such written notices. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately proposed, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or vendors at time of proposal or else was mentioned as a possibility in the proposal (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the proposal, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Vendor.

Limits of Sales to Authorized Products and Services: Vendor has responsibility to limit sales to those products or services authorized within the contract, whether authorized by changes and amendments or stated within the original contract scope. The Vendor is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the City. If the Vendor has consistent sales of unauthorized products or services, the City reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Vendor payments on "hold" for all incoming invoices while the City determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.

Vendor Usage Reports: The City may request that the Vendor provide reports of purchases made by the City during the contract term. Within 10 business days of a request, the Vendor will supply the City a report in the requested format. The report must be clearly titled (Company name, contact information, dates of report period). The Vendor will provide, upon a request by the City, information sorted according to the City request, which may include: invoice specific detail or summary detail, by item name, by the user name (the department customer placing the order), by City Department, and date of order.

Trial Period and Right to Award to Next Low Vendor: A ninety (90) day trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the vendor(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may cause the immediate cancellation of the contract. If dispute occurs or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive Vendor by mutual agreement with such Vendor. Any new award will be for the remainder of the contract and will also be subject to this trial period.

Warranty: The Vendor shall warrant all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure for any reason whatsoever which the City may reasonably determine is the responsibility of the Vendor, for a minimum of ninety (90) days after the date of final acceptance and without cost to the City for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified.

Right to Replace Products & Product Discontinuance: In the event the manufacturer discontinues or replaces a product, Vendor may request the City substitute a new product or model on the contract. The City may allow the Vendor to provide a substitute product, upon confirmation that the product has been discontinued. Pricing for such a product replacement or substitute must be the same discount rate as provided to the City on the original product.

Prohibition on Advance Payments.

The City does not accept requests for early payment, down payment or partial payment, unless Proposal Submittal specifically allows such pre-payment proposals or alternates within the RFP process. Maintenance

subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

Environmental Specifications

Green Seal Products: Vendor shall use Green Seal, Eco Logo or other certified cleaning products approved by the City, in performance of all cleaning and janitorial work to protect the health, safety, wellness and environmentally sustainable practices that the City requires of companies doing business with the City. Cleaning products, floor care products and other products used to perform work that carry a Green Seal certification are required. The Proposer shall identify the products that the Proposer intends to use at the City facilities and shall list them on the Offer Form, with a notation to confirm the Green Seal product certification. The Green Seal website is: <http://www.greenseal.org/findaproduct/index.cfm>. The City has contracts with various vendors who will supply the successful Proposer with Green Seal certified products for use in performance of City contract work, at City contract pricing. For the list of vendors, contact the City Buyer.

Environmental Standards: Unless notified otherwise by the Vendor, products bid will be considered complaint to USEPA Standards. See <http://www.epa.gov/epaoswer/non-hw/procure/index.htm>

6. PROPOSER INSTRUCTIONS AND INFORMATION.

This chapter details City procedures for directing the RFP process. The City reserves the right in its sole discretion to reject the proposal of any Proposer that fails to comply with any procedure in this chapter.

Registration into City Registration System.

If you have not previously completed a one-time registration into the City of Seattle Registration system, we request you register at: <http://www2.seattle.gov/VendorRegistration/>. The Registration System is used by City staff to locate your contract(s) and identify companies for bid lists on future purchases. Bids are not rejected for failure to register, however, if you win a contract and have not registered, you will be required to place yourself, or you will be added into the system. Women and minority owned firms are asked to self-identify. If you need assistance, please call 206-684-0444.

Communications with the City.

All Vendor communications concerning this acquisition shall be directed to the RFP Coordinator. The RFP Coordinator is:

Michael Mears
206-684-4570
Michael.mears@seattle.gov

Unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City regarding this acquisition. Any Proposer seeking to obtain information, clarification, or interpretations from any other City official or City employee (other than the RFP Coordinator) is advised that such material is used at the Proposer's own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the City RFP Coordinator. The RFP Coordinator will send out information to responding companies as decisions are concluded.

Contact by a vendor regarding this acquisition with a City employee other than the RFP Coordinator or an individual approved by the RFP Coordinator in writing, may be grounds for rejection of the vendor's proposal.

Pre-Proposal Conference

The City shall conduct an optional pre-proposal conference on the time and date in page 1, at the Seattle City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. Proposers are highly encouraged to attend but not required to attend to be eligible to submit a proposal. The meeting answers questions potential Proposers may

have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Proposers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

Those unable to attend in person may participate via telephone. The Buyer will set up a conference bridge for Vendors interested in participating via conference call. Contact the Buyer at least two days in advance of the conference when requesting access by phone.

Questions

Questions are to be submitted to the Buyer no later than the date and time on page 1, to allow sufficient time for the City Buyer to consider the question before the bids or proposals are due. The City prefers such questions to be through e-mail directed to the City Buyer e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Vendor to assure they received responses to Questions if any are issued.

Changes to the RFP/Addenda

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives in this acquisition. A change to this RFP will be made by formal written addendum issued by the City's Buyer Addenda and shall become part of this RFP and included as part of the Contract. It is the responsibility of the interested Vendor to assure they have received Addenda if any are issued.

Bid Blog.

Our website has an option for those companies familiar with RSS Technology. You may opt to subscribe to an "RSS Feed" on our new Blog (titled "The Buy Line"). This is optional; it is for your convenience and recommended for those companies familiar with RSS technology. The RSS Feed technology provides alerts for updates, including addenda, or information posted on our blog for the solicitation you are interested in.
<http://www.seattle.gov/purchasing>

Receiving Addenda and/or Question and Answers.

The City Buyer will try to provide you notices, either through the RSS Feed or direction e-mail courtesy announcements, that changes or addendums have been posted on our website.

Notwithstanding efforts by the City to provide such notice to known vendors, it remains the obligation and responsibility of the Vendor to learn of any addendums, responses, or notices issued by the City. Such efforts by the City to provide notice or to provide it on the website do not relieve the Vendor from the sole obligation for learning of such material.

Note that some third-party services decide to independently post City of Seattle bids on their websites as well. The City does not, however, guarantee that such services have accurately provided proposers with all the information published by the City, particularly Addendums or changes to bid date/time.

All Bids sent to the City shall be compliant to all Addendums, with or without specific confirmation from the Proposer that the Addendum was received and incorporated. However, the Buyer can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The Buyer could decide that the Proposer did incorporate the Addendum information, or could determine that the Proposer failed to incorporate the Addendum changes and that the changes were material so the Buyer must reject the Offer, or the Buyer may determine that the Proposer failed to incorporate the Addendum changes but that the changes were not material and therefore the Bid may continue to be accepted by the Buyer.

Submittal Requirements

This section details City procedures for submittal.

1. Number all pages sequentially. The format should follow closely that requested in this RFP.
2. The City may designate page limits for certain sections of the response. Any pages that exceed the page limit will be excised from the document for evaluation.

3. The response should be in an 8 1/2" by 11" format. Non-recyclable materials are strongly discouraged. Proposers are encouraged to "double side". If there are page limitations, one side of a printed page is considered one page.

Late Submittals:

Proposers have full responsibility to ensure the response arrives at the City within the deadline. A late submittal may be rejected, unless the lateness is waived as immaterial by the City Purchasing and Contracting Services Director, given specific fact-based circumstances. Late responses may be returned unopened to the submitting firm; or PCSD may accept the package and make a determination as to lateness.

Hard Copy Submittal:

Submittal Requirements: One original (1) unbound, nine (9) copies, and one (1) electronic CD copy of the response must be received no later than the date and time specified on the Solicitation Schedule or as otherwise amended. Fax, e-mail and CD copies **will not** be an alternative to the hard copy. If a CD, fax or e-mail version is delivered to the City, the hard copy will be the only official version accepted by the City.

Table 2: Hard Copy Submittal Addresses

Physical Address (courier)	Mailing Address (For US Post Office mail)
City Purchasing and Contracting Services Division Seattle Municipal Tower Suite 4112 700 Fifth Avenue Seattle, Washington, 98104	City Purchasing and Contracting Services Division Seattle Municipal Tower P.O. Box 94687 Seattle, Washington, 98124-4687

1. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the PCSD Buyer Name, RFP title and number. If packages are not clearly marked, the Proposer has all risks of the package being misplaced and not properly delivered.
2. The Submittal may be hand-delivered or must otherwise be received by the Buyer at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
3. Submittals and their packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer.
4. Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock. Such binders are available from Keeney's Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.
5. Please double-side your submittal.

No RFP Opening – No Reading of Prices.

The City does not conduct a bid opening for RFP responses.

Offer Form.

Proposer shall specify response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. In the case of difference between the unit pricing and the extended price, the City shall use the unit pricing. The City may correct the extended price accordingly. Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices FOB Destination. All prices shall be in US Dollars.

Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to respond, which does not require interpretation or clarification by the Buyer. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however this does not limit the right of the City to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications by the City.

Partial and Multiple Awards.

There will be no partial or multiple awards.

Tax Revenue Consideration.

SMC 20.60.106 (H) authorizes that in determining the lowest and best bid, the City shall consider the tax revenues derived by the City from its business and occupation, utility, sales and use taxes from the proposed purchase. The City of Seattle's Business and Occupation Tax rate varies according to business classification. Typically, the rate for services such as consulting and professional services is .00415% and for retail or wholesale sales and associated services, the rate is .00215%. Only vendors that have a City of Seattle Business License and have an annual gross taxable Seattle income of \$100,000 or greater must pay Business and Occupation Tax. The City will apply SMC 20.60.106(H) and calculate to determine the lowest bid price proposal.

Taxes.

The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City). Washington state tax, use tax if any, and local sales tax will be added onto the resultant Contract cost, although will not be used in evaluation of costs.

Interlocal Purchasing Agreements.

This is for information only and is not to be used to evaluate candidates. RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows non profits to use these agreements. The seller agrees to sell additional items at the offer prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Proposer require additional pricing for such purchases, the Proposer is to name such additional pricing upon Offer to the City.

Contract Terms and Conditions.

Vendors are to price and submit proposals with the understanding that all specifications, requirements, terms and conditions are mandatory for the Vendor to comply with. Proposers are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements. Submittal of a proposal is agreement to comply without exception, unless modified by the City. The City has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Vendor during the contract.

Negotiations.

Nothing herein prohibits the City from opening discussions with the highest scored apparent successful Proposer, to negotiate modifications to either the proposal or the contract terms and conditions, to align the proposal or the contract to best meet City needs within the scope sought by the RFP.

Effective Dates of Offer.

Offer prices and costs in Proposer submittal must remain valid until City completes award. Should any Proposer object to this condition, the Proposer must provide objection through a question and/or complaint to the Buyer prior to the proposal due date.

Prompt Payment Discount.

On the Offer form or in submittal, the Proposer may state a prompt payment discount term, if the Proposer offers one to the City. A prompt payment discount term of ten or more days will be considered in evaluation.

Cost of Preparing Proposals

The City will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer's participation in demonstrations and the pre-proposal conference.

Proposer Responsibility

It is the Proposer responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Proposers must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in the Washington Revised Statutes.

Readability

Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

Changes or Corrections in Proposal Submittal.

Prior to the submittal closing date and time, a Vendor may change its proposal, if the change is initialed and dated by the Vendor. No change shall be allowed after the closing date and time. Note you cannot change, mark-up or cross-out any condition, format, provision or term that appears on the City's published Offer Form. If you need to change any of your own prices or answers that you write on the Offer Form, it must be made in pen, initialed, and be clear in intent. Do not use white-out.

Errors in Proposals Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer's obligations to the City

Withdrawal of Proposal. A submittal may be withdrawn by written request of the submitter, prior to the quotation closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

Rejection of Proposals and Rights of Award.

The City reserves the right to reject any or all proposals with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

Incorporation of RFP and Proposal in Contract.

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by the City, shall be binding and incorporated by reference in the City's contract with the Proposer.

Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The bid package includes a "Vendor Questionnaire" which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire.

Women and Minority Opportunities.

The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given that such businesses are underrepresented. The City requires all Bidders agree to SMC Chapter 20.42, and will require bids with meaningful subcontracting opportunities to also supply a plan for

including minority and women owned firms. Bidders with subcontracting opportunities will complete the "Inclusion Plan" form that is embedded in the "Vendor Questionnaire."

Insurance Requirements.

Insurance requirements in Attachment #1 are mandatory. If none, then Contract requirements apply. If formal proof of insurance must be submitted to the City before execution of the Contract, the City will remind the apparent successful proposal in the Intent to Award letter. The apparent successful Proposer must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City.

Vendors are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Vendor is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

Proprietary Material.

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Seattle are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://www1.leg.wa.gov/LawsAndAgencyRules>).

If you have any questions about disclosure of the records you submit with bids or proposals please contact the City Purchasing Buyer for this project at (206) 684-0444.

Requesting Materials be Marked for Non Disclosure (Protected, Confidential, or Proprietary)

All City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally *exempt from disclosure* and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any records you are submitting to the City as part of your bid/proposal or contract work product, are exempt from disclosure you can request they not be released until you receive notification. To make that request, you must complete the appropriate portion of the Vendor Questionnaire (Non-Disclosure Request Section) and clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on in the Vendor Questionnaire. Only the specific records or portions of records properly listed on the Vendor Questionnaire will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Vendor Questionnaire, the City will notify you in writing of the request and postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Vendor Questionnaire and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that (those) record(s) you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the proposer acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

Requesting Disclosure of Public Records

The City asks proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or if a cancellation occurs or resolicitation. With this preference stated, the City will continue to respond to all requests for disclosure of public records as required by State Law.

Ethics Code

The Seattle Ethics Code was revised June 2009 for City employees and elected officials. The Code covers certain vendors, contractors and consultants. Please familiarize yourself with the new code: http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for Vendors, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500.



contractor-vendorbrochure[1].pdf

No Gifts and Gratuities. Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving a City employee sporting event tickets to a City employee on the evaluation team of a bid you plan to submit. The definition of what a "benefit" would be is broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from vendors. Promotional items worth less than \$25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

Involvement of Current and Former City Employees

If a Vendor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer's name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Vendor is aware and familiar with the Ethics Code, and educates vendor workers accordingly.

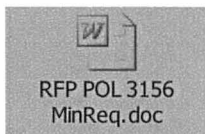
No Conflict of Interest.

Vendor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. The City shall make sole determination as to compliance.

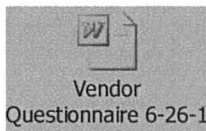
7. OFFER SHEET AND MANDATORY SUBMITTALS.

Submit proposal with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may result in rejection as non-responsive.

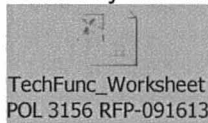
1. **Cover letter:** Provide a cover letter, not more than two pages that summarizes the vendor's offer, its key features and the associated benefits to Seattle Parking Enforcement.
2. **Legal Name:** Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a "Doing Business As" name, or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. <http://www.coordinatedlegal.com/SecretaryOfState.html>
3. **Minimum Qualifications:** **This is a mandatory submittal.** Provide a document of sufficient length or on the form embedded below to indicate Vendor compliance to the Minimum Qualifications. Describe exactly how you achieve each minimum qualification. The determination you have achieved all the minimum qualifications is made from this or similar document alone and therefore the Buyer is not obligated to check references or search other materials in your proposal to make this decision.



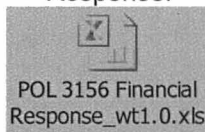
4. **Vendor Questionnaire:** **This form is mandatory.** Submit this questionnaire, even if you have submitted one to the City on previous solicitations or contracts.



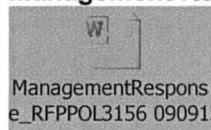
5. **Functional & Technical Response:** **This is a mandatory submittal.** Elements of this response will be scored by the Evaluation Committee.



6. **Financial Response:** **This is a mandatory submittal.** Please note that the Financial Response has separate tabs for the citation issuance hardware options and citation issuance/records management application(s). The Financial Response will be evaluated as an "entire system operations" package, not as separate components. Option pricing will not be included in the scoring of the Financial Response.



Management Response: This is a mandatory submittal.



Submittal Checklist.

This checklist is for your convenience only and does not need to be submitted with your proposal. This checklist summarizes each form or other information required to complete and submit your proposal package to the City.

Cover Sheet	
Legal Name	
Minimum Qualifications Page	Mandatory
Vendor Questionnaire	Mandatory
Functional & Technical Response	Mandatory
Financial Response	Mandatory
Management Response	Mandatory

8. EVALUATION PROCESS.

Step #1: Initial Screening: Minimum Qualifications and Responsiveness: City Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications for those specifications upon which the Proposer is submitting, a responsive, and other elements of responsiveness will be screened in this Step.

Step #2: Initial Proposal Review: The City may, at its option, conduct an initial evaluation of the proposals using key features included in the criteria specified below. Responses will be evaluated and scored. Those vendors with scores above or clustered around the competitive range will move to Step #3 for a detailed evaluation by the full selection committee.

Step #3: Detailed Proposal Review: The City will conduct a detailed evaluation of the proposals using the criteria specified below. Reference checks will be made to verify system features and performance. Responses will be evaluated and scored.

Evaluation Criteria	Weight
Functional & Technical Response: Ability to meet the desired equipment and application functional and technical requirements of the described parking citation issuance and records management system, including data sharing and interface development	55 points
Financial Response:	15 points

Management Response: Ability to provide desired management, set-up, implementation, training and on-going technical services and support for the citation issuance system	30 points
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Step #4: Interviews & Demonstrations: The City will request interviews and system demonstrations from the top highest scored firms that are most competitive. When interviews and demonstrations are conducted, rankings of firms shall be determined by the City, using the combined scoring results of interviews and system demonstrations. An interview agenda and product demonstration script will be provided to those selected for this Step.

The Vendor is to submit the list of names and company affiliations with the Buyer before the interview. Vendors invited to interview are to bring the assigned Project Manager that has been named by the Vendor in the Proposal, and may bring other key personnel named in the Proposal. The Vendor shall not bring an individual who does not work for the Vendor or for the Vendor as a subcontractor on this project, without specific advance authorization by the City Buyer.

Step #5: Selection: The City shall select the highest scored Proposer of Step #4. Scores of Step #3 will not be combined with scores of Step #4 to determine the successful Proposer.

Step #6: Contract Negotiations. The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation.

Repeat of Evaluation Steps: If no Vendor is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

Points of Clarification: Throughout the evaluation process, the City reserves the right to seek clarifications from any Vendor.

Award Criteria in the Event of a Tie: In the event that two or more Vendors receive the same Total Score, the contract will be awarded to that Vendor Whose response in the opinion of the City indicates the ability to provide the best overall service and benefit to the City."

8. AWARD AND CONTRACT EXECUTION INSTRUCTIONS.

The RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all Vendors responding to the Solicitation.

Protests and Complaints.

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. Please see the City website at <http://www.seattle.gov/purchasing> for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification from the City. Note there are time limits on protests and Proposers have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

No Debriefs.

The City issues results and award decisions to all proposers. The City does not provide debriefs.

Instructions to the Apparently Successful Vendor(s).

The Apparently Successful Vendor(s) will receive an Intent to Award Letter from the RFP Coordinator after award decisions are made by the City. The Letter will include instructions for final submittals that are due prior to execution of the contract or Purchase Order.

If the Vendor was allowed to request exceptions in the instructions (Section 6), and chose to do so, the City will review and select those the City is willing to accept. There will be no discussion on exceptions. Once the

Contract is formulated, the City may identify proposal elements that require further discussion to align the proposal and contract fully with City business needs before finalizing the agreement. If so, the City will initiate the discussion and the Vendor is to be prepared to respond quickly in City discussions. The City has provided only 15 calendar days to finalize such discussions. If mutual agreement requires more than 15 calendar days, the City may terminate negotiations, reject the Proposer and may disqualify the Proposer from future submittals for these same products/services, and continue to the next highest scored Proposal, at the sole discretion of the City. The City will send a final agreement package to the Vendor for signature.

Once the City has finalized and issued the contract for signature, the Vendor must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Vendor fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next scored Vendor, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may cause Proposer disqualification for future solicitations for this product/service.

Checklist of Final Submittals Prior to Award.

The Vendor(s) should anticipate that the Letter will require at least the following. Vendors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Certificate of Insurance

Taxpayer Identification Number and W-9.

Unless the Vendor has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Vendor must execute and submit this form prior to the contract execution date.



w9 2011.pdf

Attachments.

The following documents have been embedded in Icon form within this document. To open double click on Icon.

Attachment #1: Insurance Requirements



Insurance
Requirements13.doc

Attachment #2: Contract or Terms & Conditions

A. City Hosted System



Technology Contract
1-18-2012.doc

B. Vendor Hosted System



SaaS Contract.doc



The City of Seattle
PURCHASING SERVICES
700 - 5th Ave Suite 4112
P.O. Box 94687
Seattle, WA 98124-4687

VENDOR CONTRACT

Vendor Contract # 0000003156	Date 5/13/14	Change Order #
Payment Terms N30 days	Freight Terms F.O.B. Destination; Prepaid & Allowed	
Buyer: Michael Mears	FAX: 206-233-5155	Phone: 206-684-4570

Vendor #: 0000403527
GTECHNA USA, INC.
334 Cornelia St Ste 549
Plattsburgh, NY 12901

Contact: Michael Guay
Phone #: 866-483-2462 ext. 101
Fax #: 514-387-6220
E-Mail: Michael.guay@gtechna.com

Ship To:
Seattle Police Dept.
Attn: Project Manager
700 5th Ave Floor 54
Seattle WA 98104

Bill To:
Seattle Police Dept.
Attn: Accounts Payable
P.O. Box 34028
Seattle WA 98124-4028

GTECHNA USA, INC. is awarded a five (5) year term contract for furnishing a complete and operational handheld citation issuance system for the Seattle Police Department. This contract is a result of Request for Proposal #POL-3156, a formal competitive solicitation conducted by the City. All terms and conditions of the contract shall be in accordance with the attachments listed below.

Contract Period: 5/13/14 through 5/12/19 with option to extend for future years per mutual agreement.

Any future Work Orders shall be issued by Seattle Police Dept. only. Invoices shall be mailed in duplicate to Seattle Police Dept., Attn: Accounts Payable as indicated above. Each invoice shall indicate Vendor Contract #0000003156

For all technical issues, contact Renee Freiboth, Benefits Manager at 206-684-7833 or renee.freiboth@seattle.gov

For all contract administration issues, contact Michael Mears, Purchasing Services Div., at 206-684-4570 or michael.mears@seattle.gov

Attachments:

- #1- Contract for City Hosted Handheld Citation Issuance System
- #2 - Statement of Work - Officer Parking™ including Appendix A, B & C
- #3 - Service Level Agreement

Authorized Signature/Date

Michael Mears 5/13/2014

City of Seattle
CONTRACT FOR A CITY HOSTED HANDHELD CITATION ISSUANCE SYSTEM

This Contract is made and entered into by and between City of Seattle ("City"), a Washington municipal corporation; and Gtechna USA, Inc., a corporation of the State of Delaware, and authorized to do business in the State of Washington.

Vendor : Gtechna USA, Inc.
Representative: Michel Quay
Address: 334 Cornelia St. Ste 549, Plattsburgh, NY 12901
Phone: 866-483-2462 ext.101
Fax: 514-387-6220
E-mail: michel.quay@gtechna.com

WHEREAS, the purpose of this contract is to establish the terms and conditions under which the Vendor furnishes to the City a complete and operational handheld citation issuance system.

WHEREAS, Vendor was selected as a result of Request for Proposal #POL-3156, a process initiated September 2013 as required by Seattle Municipal Code since costs are anticipated to exceed \$44,000 in value; and

WHEREAS, funds for this purpose are authorized through the City of Seattle annual budget;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the Statement of Work contained herein, as attached and made a part hereof, the City and Vendor mutually agree as follows:

1. Term of Contract

This contract shall have a term of five (5) years and extend throughout the development, installation, testing and delivery, until City has completed acceptance in accordance with the Statement of Work, Attachment #1. Continuous one-year extensions shall continue thereafter for maintenance and support. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

2. Survivorship

All purchase transactions and deliverables executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extensions thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract. In addition, the terms of the sections titled Overpayments to Vendor, Warranties, Publicity, Section Headings, Incorporated Documents and Order of Precedence, Publicity, Review of Vendor Records, Patent and Copyright Indemnification, Disputes and Limitations of Liability, shall survive the termination of this Contract.

3. Statement of Work

Vendor shall provide the products services and tasks as described in the Contract Attachment #2. The Statement of Work may also be termed "work" herein.

4. Expansion Clause

This contract may be expanded as mutually agreed, if such expansion is approved in writing by the Buyer from the City Purchasing Office of the Department of Finance and Administrative Services, City of Seattle. No other City employee is authorized to make such written notices. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or vendors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition, and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer. Certain Work Orders or changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, change in design and specifications that does not expand the work beyond the limits provided for above, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Vendor.

5. Work Order Process

The Vendor shall furnish all systems pursuant to work orders issued under this Contract. Each work order shall be subject to all of the terms and conditions of this Contract, and incorporated into this Contract by this reference. The Vendor shall furnish all the goods and services ("deliverables") specified in the Work Order in an aggregate, single, complete transaction and not as separate items. For each work order under this Contract, Vendor shall commence work upon issuance of a notice to proceed by the City. Work orders under this Contract may be generated by the City under the following conditions:

- (1) The Work Order is within the scope of the original solicitation and contract or is within the allowed conditions for expansions under Section 4 (Expansion Clause) above;
- (2) A post-warranty annual maintenance agreement is accepted by the City;
- (3) The City issues a request to upgrade equipment, software, or to change quantities of any deliverable;
- (4) The City orders additional custom features or interfaces for the Systems prior to or after the acceptance period.

For any subsequent work order(s) requested by either party, the Vendor shall submit a detailed proposal for the change. The Vendor shall analyze record, estimate and submit to the City, for its approval, the proposed scope for the changed or new work, a work schedule, and a rate or price adjustment for completion of the work to be changed or added. Once this proposal is received and approved by the City, a new work order will be issued for the changed or additional work. Upon the City's written approval and notice to proceed, the Vendor shall implement the change or additional work and invoice for the changed or additional work consistent with the City's approval notice and the terms and conditions of this Contract.

The City may, at its option, add, delete or modify any part of any work order by giving Vendor notice of such change within the time period specified in the applicable work order. Within seven (7) days after the date of such notice, the Vendor shall deliver to the City an amended work order reflecting the change in description, schedule and/or dollar amount due using the unit prices as proposed for the specific work order in Vendor's Proposal.

The Vendor shall not proceed unless authorized by a mutually agreed upon amendment. Such extra work shall be in compliance with Section 4 (Expansion Clause) and shall be authorized in writing only by the City Purchasing Buyer, Department of Finance and Administrative Services. Any costs incurred due to the performance of extra work will not be reimbursed until or unless an amendment is agreed upon.

The City does not guarantee utilization of goods and services provided for in this Contract for which the City has not issued a work order(s). The City may itself provide these goods or services or may award contracts to other Vendors for similar goods and services. In such instances, the Vendor shall not be responsible for the operation, performance or maintenance for equipment so obtained.

6. Documentation

Unless specified otherwise in Contract attachments, Vendor will provide two (2) complete sets of documentation for each Software/Hardware order or System delivered, including technical and maintenance information, and, where applicable, installation information. Vendor shall also provide two (2) complete sets of documentation for each updated version of Software that vendor provides. Vendor shall provide the documentation on or before the date Vendor delivers its respective Software. There shall be no additional charge for this documentation or the updates, in whatever form provided. Vendor's Software documentation shall be comprehensive, well structured, and indexed for each reference. If Vendor maintains its technical, maintenance and installation documentation on a web site, Vendor may fulfill the obligations set forth in this section by providing Purchaser access to its web-based documentation information.

The City reserves the right to withhold payment for a deliverable, modification or enhancement until it receives all documentation associated with the same.

7. Payment Procedures

Vendor shall only invoice upon the City's approval of the deliverable and in a manner consistent with the payment schedule as specified in the Statement of Work, Attachment #2... Once the City has received and approved the invoice, the City will provide payment within thirty (30) days. The aggregate amount represents the full and final amount to be paid by the City for all expenses incurred and incidentals necessary to complete the work.

The City shall not be obligated to pay any other compensation, fees, charges, prices or costs, nor shall Vendor charge any additional compensation for completing the work order of the Statement of Work. All costs invoiced to the City, shall be associated with an active and open work order.

Invoices for hardware and software installed in City facilities and other work performed under this Contract shall be submitted, in writing to the City's Project Manager. Invoices shall include such information as prescribed in the Specifications or Statement of Work, and is necessary for the City to determine the exact nature of all expenditures and shall reference this Contract. Additional payment terms or invoice instructions may be mutually agreed upon by the City and the Vendor.

Payment does not constitute whole or partial acceptance; City acceptance of the System shall only occur by formal written notice to that effect.

7.1. Advance Payment Prohibited

The City does not accept requests for early payment, down payment or partial payment, unless the Bid or Proposal Submittal specifically allows such pre-payment proposals or alternates within the bid process. Maintenance subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

7.2. Travel and Other Direct Charges

For additional work not included in the initial scope of work that requires travel and/or other direct costs that the City intends to reimburse, then the following requirements shall apply. All such expenses must be pre-approved in writing by the Project Manager.

- City will reimburse the Contractor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants or subcontractors.
- The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant/subcontractor paid invoices, and other supporting documents used by the Contractor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
- **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (excluding the "Incidental" portion of the published Federal M&I Rate) for the city in which the work is performed. Receipts are not required as documentation. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (the current maximum allowed reimbursement amount can be provided upon request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, sundry items, etc.)

As an alternative, lodging may be billed at the published Federal Per Diem daily lodging rate for the city in which the work is performed. If this method is used, receipts are not required for documentation. If this method is used, the invoice shall state that "the lodging is being billed at the Federal Per Diem daily lodging rate."
- **Vehicle mileage.** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred. Receipts are required for all miscellaneous expenses that are billed.

- **Subcontractor:** Subcontractor expenses will be reimbursed at the actual cost incurred. Copies of all subcontractor invoices that are rebilled to the City are required.

7.3. Disputed Work

Notwithstanding all above, if the City believes in good faith that some portion of Work has not been completed satisfactorily, the City may require Vendor to correct such work prior to The City payment. In such event, the City will provide to Vendor an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Vendor does not provide a sufficient remedy, The City may retain the amount equal to the cost to The City for otherwise correcting or remedying the work not properly completed.

8. Taxes, Fees and Licenses

- a. **Taxes:** Where required by state statute, ordinance or regulation, Vendor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, The City agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Vendor shall be made for federal excise taxes and The City agrees to furnish Vendor with an exemption certificate where appropriate.
- b. **Fees and Licenses:** Vendor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Vendor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Vendor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Vendor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.
- c. Vendor is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

9. Timely Completion

a. Time is of the Essence

The City has an immediate need to implement the System and/or Software and equipment for the management and operation of the City. Therefore, time is of the essence in all matters relating to this Contract.

10. License for Use

As part of the price of the System, the Vendor hereby grants to the City, and the City accepts from the Vendor, for so long as the City continues to use the System, a non-exclusive, fully paid, royalty free, perpetual license to unlimited use of the Software and related documentation for use on the System acquired by the City under this Contract.

11. Software Upgrades and Enhancements and Optional Modules

Vendor shall:

- a. Supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of hardware;
- b. Supply at no additional cost updated versions of the Software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Software supplied to City; and
- c. Supply at no additional cost interface modules that are developed by Vendor for interfacing the Software to other Software products as defined in the Vendor's RFP proposal (RFP POL 3156).

- d. Supply additional optional modules that may be compatible with the system software per the equipment list enclosed in Vendor's proposal (RFP POL3156)

12. Warranties

Commencing on the date that the City issues its Final Acceptance Certificate, and extending for a period of one (1) year, Vendor warrants that the Software furnished hereunder shall be free from programming errors and that the Software and hardware shall be free from defects in workmanship and materials and shall operate in conformity with the performance capabilities, Statement of Work, functions and other descriptions and standards applicable thereto and as set forth in this Contract including but not limited to the City's Request for Proposals; that the services shall be performed in a timely and professional manner by qualified professional personnel; and that the services, Software and Hardware shall conform to the standards generally observed in the industry for similar services, Software and hardware. If Vendor is not the original Software or hardware manufacturer, Vendor shall obtain in writing the manufacturer's consent to pass through all Software and hardware warranties for the City's benefit. During this warranty period, Vendor shall replace or repair any defect appearing in the Software or hardware, or deficiency in service provided at no additional cost to the City.

12.1 Warranty Against Planned Obsolescence

The Vendor warrants that the products proposed to and acquired by the City under this Contract are new and of current manufacture, and that it has no current plans for announcing a replacement line that would be marketed by Vendor as a replacement for any of the products provided to the City under this Contract and would result in reduced support for the product line within which the System furnished to the City is contained. The Vendor further warrants that, in the event that a major change in hardware, software, or operating system occurs that radically alters the design architecture of the System and makes the current design architecture obsolete within three (3) years after full execution of this Contract, and if the City continues its annual maintenance Contract with the Vendor, the Vendor shall provide the City with a replacement hardware, software, or operating system(s) that continues the full functionality of the systems, at no extra cost to the City.

12.2 No Surreptitious Code Warranty

The Vendor warrants to the City that no copy of the licensed Software provided to the City contains or will contain any Self-help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-help Code" means any back door, time bomb, drop dead device, or other Software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the Software. The term "Self-help Code" does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any "virus," "Trojan horse," "worm" or other Software routines or Equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or data or to perform any other actions. The term Unauthorized Code does not include Self-help Code.

The Vendor shall defend City against any claim, and indemnify the City against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

12.3 Title Warranty and Warranty against Infringement

The Vendor warrants and represents that the hardware and Software provided under this Contract is the sole and exclusive property of the Vendor or that the Vendor is authorized to provide full use of the hardware and Software to the City as provided herein. The Vendor warrants that it has full power and authority to grant the rights granted by this Contract to the City without the consent of any other person or

entity.

In the event of any claim by a third party against the City for software used in the United States asserting a patent, copyright, trade secret, or proprietary right violation involving the System acquired by the City hereunder or any portion thereof, Vendor shall defend, at its expense, and shall indemnify the City against any loss, cost, expense, or liability arising out of such claim, whether or not such claim is successful; provided, however, that Vendor is notified by the City in writing within a reasonable time after the City first receives written notice of any such claim, action, or allegation of infringement. In the event a final injunction or order is obtained against the City's full use of either the System or any portion thereof as a result of any such claim, suit or proceeding, and if no further appeal of such ruling is practicable, Vendor shall, as mutually agreed upon and at Vendor's expense:

- a. procure for the City the right to continue full use of the System; or
- b. replace or modify the same so that it becomes non-infringing (which modification or replacement shall not affect the obligation to ensure the System conforms with applicable Statement of Work); or
- c. if the product was purchased and the actions described in item (1) or (2) of Section 11.4, are not practicable, re-purchase the product from the City at a price mutually agreed upon, which shall relate to the value and utility of the product to the City; or
- d. if the System was leased, licensed, purchased or rented, and the actions described in item (1), (2), or (3) of Section 11.4, are not practicable, remove such System from the City's site(s) and pay the City promptly after notification for all direct and consequential damages suffered by the City as a result of the loss of the infringing product and any other continued utility of which to the City is adversely affected by the removal of the infringing product, and hold the City harmless from any further liability therefore under any applicable Order, Settlement, or other Contract.

In no event shall the City be liable to Vendor for any lease, rental, or maintenance payments after the date, if any, that the City is no longer legally permitted to use the System because of such actual or claimed infringement. In the event removal or replacement of the System is required pursuant to this paragraph, Vendor shall use reasonable care in the removal or modification thereof and shall, at its own expense, restore the City's premises as nearly to their condition immediately prior to the installation of the System as is reasonably possible.

No settlement that prevents the City from continuing to use the Software, other products or Software documentation as provided in this Contract shall be made without the City's prior written consent. In all events, the City shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

The indemnification obligation set forth in this section shall survive the expiration or earlier termination of this Contract.

12.4 No Liens

The Vendor warrants that the Software is the sole and exclusive property of the Vendor and that the Vendor is authorized to provide full use of the Software to the City as provided herein and that such Software is not subject to any lien, claim or encumbrance inconsistent with any of the City's rights under this Contract and that the City is entitled to and shall be able to enjoy quiet possession and use of the Software and Equipment without interruption by Vendor or any other person making a claim under or through the Vendor or by right of paramount title.

12.5 Maintenance Services Warranty

The Vendor warrants that, in performing the services under the Maintenance Agreement attached as Attachment #3, [SLA?]. The Vendor shall strictly comply with the descriptions and representations as to the services, including performance capabilities, accuracy, completeness, characteristics, Statement of Work, configurations, standards, function and requirements which appear in this Contract and in the Vendor's response to the City's Request for Proposal. Its products shall be uniform in appearance and clean and presentable in accordance with generally applicable standards in the industry. Errors or

omissions committed by the Vendor in the course of providing Services shall be remedied by the Vendor at its own expense.

12.6 Equipment Warranty

The Vendor warrants and represents that the Equipment provided to meet the requirements of the Statement of Work shall be free from all defects, shall be in good operating order, and shall operate in conformity with the descriptions and standards as set forth in the Vendor's Proposal and the City's RFP for a period of one (1) year from and after the Acceptance Date. During the warranty period, Vendor shall promptly, without additional charge, repair or replace the equipment or any part thereof that fails to function according to the Vendor's Statement of Work or the Statement of Work of the manufacturer thereof.

12.7 Merchantability and Fitness Warranty

Vendor represents and warrants that the Software, other products and Software Documentation will be merchantable and will be fit for the particular purposes established in the City's RFP and the Vendor's response to the City's RFP.

12.8 Warrant of Compliance with Applicable Law

The Vendor warrants that the System, and the manufacture and production thereof, are in compliance with any and all applicable laws, rules, and regulations.

12.9 Date Warranty

The Vendor warrants that all Software provided under this contract: (a) does not have a life expectancy limited by date or time format; (b) will correctly record, store, process, present calendar dates; (c) will lose no functionality, data integrity, or performance with respect to any date; and (d) will be interoperable with other software used by City that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Vendor by City and remains unresolved after three calendar days, at City's discretion, the Vendor shall send, at Vendor's sole expense, at least one qualified and knowledgeable representative to City's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on City's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Vendor shall indemnify and hold harmless the City from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said Breach.

12.10 Physical Media Warranty

Vendor warrants to City that each licensed copy of Software provided by Vendor is and will be free from physical defects in the media that tangibly embodies the copy (the "Physical Media Warranty."). The Physical Media Warranty does not apply to defects discovered more than thirty (30) calendar day after the date of Acceptance of the Software copy by the City. Vendor shall replace, at Vendor's expense, including shipping and handling costs, any Software copy provided by Vendor that does not comply with this Warranty.

12.11 Survival of Warranties and Representations

The representations and warranties of the Vendor made pursuant to this Contract shall survive the delivery of the System, the payment of the purchase price, and the expiration or earlier termination of this Contract.

13. Reauthorization Code Required

Vendor's Software shall not require a reauthorization code in order for the Software supplied through this Contract to remain functional upon City's movement of the Software to another computer system.

14. Title to Equipment

Transfer of title to the Equipment shall include an irrevocable, fully paid-up, perpetual license to use the

internal code (embedded software) in the Equipment. If City subsequently transfers title to the Equipment to another entity, City shall have the right to transfer the license to use the internal code with the transfer of Equipment title. A subsequent transfer of this software license shall be at no additional cost or charge to either City or City's transfer.

15. Ownership of Deliverables

Except for the licensed System Software and its related documentation, all data and work products produced under this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. 101 et seq, and shall be owned by the City.

16. Risk of Loss, Freight, Overages or Underages

Regardless of FOB point, Vendor agrees to bear all risks of loss, injury, or destruction of hardware ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Vendor from any obligations under. Prices include freight prepaid and allowed. Vendor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges. Shipments shall match the SOW or Work Order; any unauthorized advance or excess shipment is returnable at Vendor's expense.

17. Protection of Persons and Property

17.1 Person

The Vendor and the City shall each take reasonable precautions for the safety of employees of the other, and shall each comply with all applicable provisions of federal, state, and local laws, codes and regulations to prevent or avoid any accident or injury to a person on, about or adjacent to any premises where work under this Contract is being performed.

17.2 Property

The Vendor shall take reasonable steps to protect the City's property from injury or loss arising in connection with the Vendor's performance or failure of performance under this Contract.

17.3 No Smoking

The Vendor shall not allow any employee of the Vendor or any sub or agent thereof to smoke inside any City facility.

17.4 OSHA/WISHA

The Vendor certifies that products are designed and manufactured to meet the current federal and state safety and health regulations, including Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health act of 1973 (WISHA). Vendor shall indemnify, defend, and hold the City harmless from all damages assessed against the City as a result of the failure of the products furnished under this Contract to so comply.

17.5 Workers Right to Know

"Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, improper, or other responsible party

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu

of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients; and "routes of entry" of the product(s) in question.

18. Contract Notices, Deliverable Materials and Invoices Delivery

Official Contract notices shall be delivered to the following addresses (or such other address as either party may designate in writing):

If delivered by the U.S. Postal Service, it must be addressed to:

Michael Mears
City of Seattle Purchasing and Contracting Services
PO Box 94687
Seattle, WA 98124-4687

If delivered by any other company, it must be addressed to:

Michael Mears
City of Seattle Purchasing and Contracting Services
Seattle Municipal Tower
700 5th Ave., #4112
Seattle WA 98104-5042

Phone: 206-884-4570
Fax: 206-233-5155
E-Mail: michael.mears@seattle.gov

Project work, invoices and communications shall be delivered to the City Project Manager.
City of Seattle
Attention: SPD Project Manager

19. Representations

Vendor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

20. Inspection

Work shall be subject, at all times, to inspection by and with approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Vendor of responsibility for performance of the Work in accordance with this Contract, notwithstanding the City's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Vendor shall provide sufficient, safe and proper facilities and equipment for such inspection and free access to such facilities.

21. Affirmative Efforts for Utilization of Women and Minority Subcontracting, Non-Discrimination

- **Employment Actions:** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.

- In accordance with Seattle Municipal Code Chapter 20.42, Contractor shall actively solicit the employment and subcontracting of women and minority group members when there are commercially useful purposes for fulfilling the scope of work.
- In the event Subcontracting is considered appropriate and feasible to contract performance, the Contractor shall develop a Subcontracting Plan, which also may be referred to as an Inclusion Plan. The Subcontracting (Inclusion) Plan shall specify the Contractor's affirmative efforts and an agreement to the City for subcontracting to women and minority businesses, and/or diverse employment. The Subcontracting (Inclusion) Plan, as submitted and/or as agreed upon with the City thereafter, shall be incorporated as a material part of the Contract. In preparing the Subcontracting (Inclusion) Plan, Contractors shall actively solicit qualified, available and capable women and minority-owned businesses to perform the subcontracting work for the contract. The Contractor shall submit the Subcontracting (Inclusion) Plan to the City with the solicitation and/or prior to contract execution. At the request of the City, Contractor shall promptly furnish evidence of the Contractor's compliance with these requirements, which may include a list of all subcontractors and/or WMBE subcontractors, and may include a request for copies of the executed agreements between the Contractor and subcontractors, invoices and/or performance reports.
- If upon investigation, the Director of Finance and Administrative Services finds probable cause to believe that the Contractor has failed to comply with the requirements of this Section, the Contractor shall be notified in writing. The Director of Finance and Administrative Services shall give Contractor an opportunity to be heard with ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director of Finance and Administrative Services still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.
- Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts - Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Vendor Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

22. Assignment and Subcontracting

Vendor shall not assign or subcontract any of its obligations under this Contract without mutual written consent, which shall not be granted or withheld without reasonable cause. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except for Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Seattle's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

23. Key Persons and Subcontractors. Contractor shall not transfer, reassign or replace any individual or subcontractor that is determined to be essential or that has been agreed upon in the Contractor's Subcontracting (Inclusion) Plan, without express written consent of Seattle. If during the term of this Contract, any such individual leaves the Contractor's employment or any named subcontract is terminated for any reason, Contractor shall notify Seattle and seek approval for reassignment or replacement with an alternative individual or subcontractor. Upon Seattle's request, the Contractor shall present to Seattle, one or more subcontractors or individual(s) with greater or equal qualifications as a replacement. Continued achievement of the Subcontracting (Inclusion) Plan that was incorporated into this Contract by reference, if any, and the associated subcontract awards, aspirational goals and efforts, will be one of the considerations in approval of such changes. Seattle's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.

24. Equal Benefits

- a. Compliance with SMC Ch. 20.45: The Vendor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Vendor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Vendor provides to its employees with spouses. At The City's request, the Vendor shall provide complete information and verification of the Vendor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://www.seattle.gov/contracting/equalbenefits.htm>)
- b. Remedies for Violations of SMC Ch. 20.45. Any violation of this Section shall be a material breach of Contract for which the City may:
 - Require the Vendor to pay actual damages for each day that the Vendor is in violation of SMC Ch. 20.45 during the term of the Contract; or
 - Terminate the Contract; or
 - Disqualify the Vendor from bidding on or being awarded a City contract for a period of up to five (5) years; or
 - Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated hereunder

25. General Legal Requirements

- a. General Requirement: Vendor, at no expense to The City, shall comply with all applicable laws of the United States and the State of Washington, the Charter and ordinances of The City and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Vendor shall specifically comply with the following requirements of this section
- b. Licenses and Similar Authorizations: Vendor, at no expense to The City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- c. Performance Standard: All duties by Vendor or designees shall be performed in a manner consistent with accepted practices for other similar Work

26. Indemnification

To the extent permitted by law, the Vendor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract, or the Vendor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Vendor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

27. Insurance

Except as specified otherwise, Vendor shall obtain at time of award and maintain in force, minimum coverages and limits of liability of insurance specified below. If the Vendor fails to obtain or maintain these coverages, the City may withdraw its intent to award. All costs are borne by the Vendor.

1. **MINIMUM COVERAGES AND LIMITS OF LIABILITY.** Vendor shall at all times during the term of this Agreement maintain continuously, at its own expense, minimum insurance coverages and limits of liability as specified below:
 - A. **Commercial General Liability (CGL) insurance, including:**
 - Premises/Operations
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual
 - Independent Contractors
 - Stop Gap/Employers Liabilitywith minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:
\$1,000,000 Personal/Advertising Injury
\$1,000,000 each accident/disease/employee Stop Gap/Employer's Liability
 - B. **Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.**
 - C. **Worker's Compensation for industrial injury to Vendor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.**
2. **CITY AS ADDITIONAL INSURED.** The City of Seattle shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.
3. **NO LIMITATION OF LIABILITY.** The limits of liability specified herein in subparagraph 1.A. are minimum limits of liability only and shall not be deemed to limit the liability of Vendor or any Vendor insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of liability maintained by Vendor, whether such limits are primary, excess, contingent or otherwise.
4. **MINIMUM SECURITY REQUIREMENT.** All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.
5. **SELF-INSURANCE.** Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Vendor.
6. **EVIDENCE OF COVERAGE.** Prior to performance of any scope of work under paragraph 5., Vendor shall provide certification of insurance acceptable to the City evidencing the minimum coverages and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis. Certification should be issued to The City of Seattle, Risk Management Division, Seattle, WA and shall be delivered in electronic form either as an email attachment to riskmanagement@seattle.gov or faxed to (206) 470-1270.

28. Review of Vendor Records

Vendor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to protection and use of City's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of

any nature involved in the performance of this Contract. Vendor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for six (6) years from the date the litigation is settled or complete.

All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying or audit by personnel so authorized by the City's Contract Administration and/or the Office of the Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the City. During this Contract's term, Vendor shall provide access to these items at a mutually agreeable time and place. Vendor shall be responsible for any audit exceptions or disallowed costs incurred by Vendor or any of its Subcontractors. Vendor shall incorporate in its subcontracts this section's records retention and review requirements.

It is agreed that books, records, documents and other evidence of accounting procedures and practices related to Vendor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from City's review unless the cost or any material issue under this Contract is calculated or derived from these factors.

29. Independent Contractor

The relationship of Vendor to The City by reason of this Contract shall be that of an independent Vendor. This Contract does not authorize Vendor to act as the agent or legal representative of the City for any purpose whatsoever. Vendor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of The City or to bind The City in any manner or thing whatsoever.

It is the intention and understanding of the Parties that Vendor shall be an independent Vendor and that the City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Vendor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Vendor shall not be deemed to convert this Contract to any employment contract. It is recognized that Vendor may or will be performing professional Work during the term for other parties and that The City is not the exclusive user of the Work that Vendor will provide.

30. No Conflict of Interest.

Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

31. No Gifts or Gratuities.

Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bribes, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Vendor. Promotional items worth less than \$25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

32. Current and Former City Employees, Officers, and Volunteers.

Throughout the life of the contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any current or former City employees, officials or volunteers, that are working or assisting on solicitation of City business or on completion of the awarded contract. The Vendor must be aware of the City Ethics Code, Seattle Municipal Code 4.16 and advise Contractor workers as applicable.

33. Contract Workers with 1,000 Hours

Throughout the life of the Contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any contract worker that shall perform more than 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those that the contract worker performs for the Contract, and any other hours that the worker performs for the City under any other contract. Such workers are subject to the requirements of the City Ethics Code, Seattle Municipal Code 4.16. The Contractor shall advise their Contract workers as applicable.

34. Errors & Omissions: Correction

Vendor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, Statement of Work, and other services furnished by or on the behalf of the Vendor under this Contract. The Vendor, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, Statement of Work, and/or other Vendor services immediately upon notification by The City. The obligation provided for in this section with respect to any acts or omissions during the term of this Contract shall survive any termination or expiration of this Contract and shall be in addition to all other obligations and liabilities of the Vendor.

35. Intellectual Property Rights

Patent: Vendor hereby assigns to The City all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, Statement of Work, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Vendor does not convey to The City, nor does The City obtain, any right to any document or material utilized by Vendor that was created or produced separate from this Contract or was preexisting material (not already owned by The City), provided that the Vendor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Vendor grants The City an irrevocable, non-exclusive, fully-paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

Copyright: All materials and documents prepared by Vendor in connection with the Contract and Vendor shall retain the copyright (including the right of reuse) whether or not the Contract Statement of Work is completed. Vendor grants to The City a non-exclusive, irrevocable, unlimited, fully-paid, royalty-free license to use every document and all other materials prepared by the Vendor for The City under this Contract. If requested by The City, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, The City in connection with the performance of the Work, shall be promptly delivered to The City.

The City may make and retain copies of such documents for its information and reference in connection with their use on the project. The Vendor does not represent or warrant that such documents are suitable for reuse by The City or others, on extensions of the project, or on any other project. Vendor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

36. Confidentiality

1. Contractor understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to the City or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

2. If the City receives a public disclosure request made pursuant to RCW 42.56, the City will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Vendor has properly marked, the City may notify the Contractor of the request and postpone disclosure for ten business days to allow the Contractor to file a lawsuit seeking an injunction preventing the release of documents pursuant to RCW 42.56.540. Any notification is provided as a courtesy and is not an obligation on behalf of the City. Unless the Contractor obtains and serves an injunction upon the City before the close of business on the tenth business day after the date of the notification, the City may release the documents. It is the Contractor's discretionary decision whether to file the lawsuit.

3. In order to request that material not be disclosed until receipt of notification of a public disclosure request, you must identify the specific materials and citations very clearly on the City Vendor Questionnaire that you believe are exempt from disclosure. The City will not withhold material for notification if the Contractor simply marked confidential on the document header, footer, stamped on all pages, or offered a generic statement that the entire document is protected. Only material specifically listed and properly cited on the Vendor Questionnaire will be automatically withheld until the City provides notification of a public disclosure request.

4. If the Contractor does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Contractor is deemed to have authorized releasing the record.

5. If the Contractor does not submit a request within the Vendor Questionnaire, the Contractor is deemed to have authorized releasing any and all information submitted to the City.

6. Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor's obligations under this Agreement.

7. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

37. Publicity

No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Vendor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific approval of the City's Project Manager or his/her designee.

38. Interlocal Agreement Act

RCW Chapter 39.34 allows cooperative purchasing between public agencies, non profits and other political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the City of Seattle may purchase from Contracts established by the City. The seller agrees to sell additional items at the bid prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Vendor require additional pricing for such purchases, the Vendor is to name such additional pricing upon Offer to the City.

39. Background Checks

The City may require background/criminal checks during the course of the contract for essential City purposes. The City does not intend to request background checks/verifications unless essential in the opinion of the City. Note that, in particular, Seattle City Light has regulatory requirements promulgated by organizations with jurisdiction over Seattle City Light, which require any contract worker that has access to certain locations/systems/data ("SCL Designated Access") to undergo a background/criminal check before that worker can have authorized cyber or authorized unescorted physical access to those locations/systems/data. The requirements apply to all Vendor workers and mandate an appropriate Personnel Risk Assessment and security awareness training as directed by Seattle City Light. See the City Contract (Terms and Conditions).

This section covers background/criminal checks for Vendor workers before they work on certain City tasks, systems and/or locations, to include the discovery and verification of criminal convictions and civil findings. The City may, at its option, determine that only a criminal history check will be performed. This section also covers the requirements if cyber security training is required.

If the City notifies the Vendor to undergo background/criminal checks or cyber security training for vendor workers, the following shall apply:

A. GENERAL REQUIREMENTS

1. The City shall alert the Vendor that the contract task is "High Security" at the time the work request is made to the Vendor or as soon as practical thereafter.
2. Should the Vendor believe it cannot meet these obligations by the scheduled work start dates, the Vendor may seek mutual agreement to a revised start date, or if none is reached, decline the work.
3. The City may require that any Vendor worker receiving SCL Designated Access undergo a background/criminal history check and receive appropriate cyber security training. The Seattle Police Department (SPD) shall conduct all criminal history checks for Seattle Police Department services.
4. The Vendor shall provide a list of names, specified identification information (social security number, birth date and address) and a release signed by the worker for the City to perform a background/criminal history check. Vendor must provide the information to the City before any worker will receive be cleared for work. The list must be submitted at a date mutually agreed upon.
5. The City will conduct a background check using either the Seattle Police Department or any agency with whom the City selects. The City will review the resultant background/criminal history check results. The City shall notify the Vendor of acceptance or rejection of personnel in a timely manner. The City will perform the background check at City cost.
6. For workers rejected by the City, the Vendor will submit to the City alternative names for background checks. Vendor will submit those names promptly, as mutually agreed upon between the Vendor and the City.
7. The Vendor has responsibility to obtain City approval for a sufficient quantity of personnel to provide adequate coverage during the contract term. The City may allow the Vendor to submit a greater number of individuals for background checks and approval than is necessary to accomplish the contract tasks, in order to assure adequate coverage for the contract work (i.e. receive authorization for back-up crew members in the event of an absence by a scheduled crew member).

Notwithstanding the schedules and responsibilities herein, the City and the Vendor may need to consider individuals for emergency replacement in the event a worker cannot perform or is terminated. In such event, the City may allow the Vendor to submit additional names in anticipation of such future need.

8. The City shall not unreasonably withhold approval of such individuals, although the City is not under the obligation to accept individuals that would otherwise be rejected as not suitable.

9. The Background/Criminal check must be renewed every four years for vendor workers. If the worker was required by the City to undergo a background check and/or cyber security training, the Vendor must likewise notify the City when that worker approaches four years. This notice to the City must be no less than sixty (60) days before the end of the four-year period. At that time, to comply with appropriate regulatory requirements, the City may require another background check/criminal.
10. The Vendor shall provide to the City, no less than eight (8) hours from when the status change becomes effective, notice of any Vendor worker who is: (i) reassigned or no longer requires Designated Access to perform the contract tasks, or (ii) terminated by the Vendor for any reason. In no case shall such notice be greater than eight (8) hours.
11. The Vendor shall immediately notify the City Project Manager to report if a worker has a change in criminal history or background status. The City may initiate a new background/criminal check for this or other cause during the term of the worker's access to the City.
12. For furniture moves, on the day(s) of service, at the job site, the Crew Chief is to submit the names of those present at the job site to the City Building Service Manager. The City Project Manager is responsible for rejecting any individuals that have not been approved by the City. Should such a rejection result in a failure by the Vendor to meet the Vendor obligations for a crew of sufficient size to complete the move, the Vendor assumes all resulting liabilities and damages in accordance with the contract and all terms and conditions.

B. CYBER TRAINING REQUIREMENTS

The City may require that any Vendor worker receive appropriate cyber security training. Such workers must receive cyber security training once each year they work under the contract.

C. ROUTINE ELEMENTS OF A BACKGROUND/CRIMINAL REPORT

Routine background/criminal history check reports shall include identity verification (e.g. social security number verification) and a search of records from any federal, state or county court in the United States, an international records search, and records of all convictions or releases from prison within the last ten (10) years.

D. NON-ROUTINE ELEMENTS OF A BACKGROUND/CRIMINAL REPORT

1. The City may search for dependency actions.
2. The City may search for information on protection proceedings related to sex offender assault, abuse, or exploitation of a minor, developmentally disabled person, or vulnerable adult, or domestic relations proceedings.
3. The City may search for additional information detail, as determined by the City, above and beyond the scope of a routine background/criminal history check as defined in Section C. General requirements.
4. If the required access for the worker is subject to NERC, the City will require all workers to undergo annual Cyber Security Training offered by Seattle City Light. The workers will be paid for the time they spend in such training. If this requirement applies, the City will require the Vendor to submit a list of such workers and their status of Cyber Training annually upon contract anniversary.

40. Security Access Requirements

VENDOR USE OF PREMISES

1. Vendor workers shall have only limited use of the premises for work, storage, access, and equipment.
2. Material/equipment staging areas will be limited to floors and areas designated within the Scope of Work. Maintain clear access to site and building entrances.
3. Driveway use will be limited to loading and unloading only.
4. For furniture moves, the Vendor shall be granted the use of up to two parking spaces in the Seattle Municipal Tower parking structure to be paid by the vendor. Arrangements for the use of these two spaces must be made through the Building Management. Other parking spaces in the structure are available at the regular rates. Special parking arrangements may be made through IMPARK Inc., the garage operator at 628-9042.
5. Restrooms may have restricted access as appropriate to the Scope of Work.
6. All workers who must provide services or delivery at a SCL facility must obtain prior permission from SCL and make arrangements for an SCL escort while on the facility site.

B. RELATED REQUIREMENTS AND DOCUMENTS

1. All Vendor employees at the job site shall wear identification that is prominent and clearly marked, which clearly identifies the individual as an employee with the building services company.
2. When appropriate, Vendors will be issued a Departmental Identification/Access Badge, for the designated contract period, giving them access to the facility for which they require access. These Identification/Access Badges will be returned to the Department at the completion of the contract.

C. WORK AREA

1. Confine operations and storage to the designated work area. Maintain the work area and building clean and in an orderly manner.
2. **Safety Procedures:** Implement safety procedures as required by the Contract Documents, local codes and laws to ensure the safety of all site personnel and visitors to the site.

D. TEMPORARY CONTROLS

Vendor shall be responsible for proper supervision of personnel to prevent damage, loss or other unauthorized damage as a result of the work performed by the Contractor.

41. Dispute Resolution

The parties shall endeavor to resolve any dispute or misunderstanding that may arise under this Contract concerning Vendor's performance, if mutually agreed to be appropriate, through negotiations between the Vendor's Project Manager and the City's Project Manager, or if mutually agreed, referred to the City's named representative and the Vendor's senior executive(s). Either party may discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract for cause or convenience.

42. Termination

- a. **For Cause:** The City may terminate this Contract if the Vendor is in material breach of any of the terms of this Contract and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- b. **For City's Convenience:** The City may terminate this Contract at any time, without cause and for any reason including the City's convenience, upon written notice to the Vendor.
- c. **Nonappropriation of Funds:** The City may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any funding requirements that may be imposed upon for other causes of termination.
- d. **Acts of Insolvency:** The City may terminate this Contract by written notice to Vendor if the Vendor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.
- e. **Termination for Conflicts and/or Conflict of Interest:** The City may terminate this Contract by written notice to Vendor if The City finds that a conflict of interest exists in violation of the city Ethics Code or that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Vendor or any agent thereof to any City official, officer or employee.
- f. **Notice:** The City is not required to provide advance notice of termination. Notwithstanding, the RFP Coordinator may issue a termination notice with an effective date later than the termination notice itself. In such case, the vendor shall continue to provide products and services as required by the RFP Coordinator until the effective date provided in the termination notice.
- g. **Actions Upon Termination:** In the event of termination not the fault of the Vendor, the following shall apply:
 1. Vendor shall be paid for all products and services that have been ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted by the RFP Coordinator, together with any reimbursable expenses then due.
 2. For System development projects, Vendor shall be paid for progress performed that has been accepted by the City on or prior to the effective termination date, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract.
 3. Vendor agrees that such payment shall fully and adequately compensate Vendor and all subs for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract.
 4. Upon termination for any reason, Vendor shall provide The City with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred.
 5. In the event this Contract expires or is terminated for any reason, the City shall retain its rights in all Products, services and system progress that is in transit or delivered prior to the effective termination date.

43. Force Majeure-- Suspension and Termination

This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein to the extent that the Contract obligations must be suspended in

full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section #2 (Emergencies or Disasters), Section #2 below shall instead be in force.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

44. Major Emergencies or Disasters:

The City may undergo an emergency or disaster that may require the Vendor to either increase or decrease quantities from normal deliveries, or that may disrupt the Vendor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of a utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply:

- a. The City shall notify the Vendor that the City is experiencing an emergency or disaster, and will request emergency and priority services from the Vendor.
- b. Upon such notice by the City, the Vendor shall provide to the City goods and/or services in the quantities and schedule specified by the City, following the conditions named in this Section.
- c. The City of Seattle shall be the customer of first priority for the Vendor. The Vendor shall provide its best and priority efforts to provide the requested goods and/or services to the City of The City in as complete and timely manner as possible. Such efforts by the Vendor are not to be diminished as a result of Vendor providing service to other customers.
- d. If the Vendor is unable to respond in the time and/or quantities requested by the City, the Vendor shall make delivery as soon as practical. The Vendor shall immediately assist the City to the extent reasonable, to gain access to such goods and/or services. This may include:
 - Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
 - Offering the City substitution, provided the Vendor obtains prior approval from the City for such substitution.
- e. The Vendor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). However, in the event that the City's request results in the Vendor incurring unavoidable additional costs and causes the Vendor to increase prices in order to obtain a fair rate of return, the Vendor shall charge the City a price not to exceed the cost/profit formula found in this Contract.

45. Debarment

In accordance with SMC Ch. 20.70, the Director of Finance and Administrative Services or designee may debar a Vendor from entering into a Contract with the City or from acting as a sub on any Contract with the City for up to five years after determining that any of the following reasons exist:

- a. Vendor has received overall performance evaluations of deficient, inadequate, or substandard performance in three or more City Contracts.

- b. Vendor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- c. Vendor abandoned, surrendered, refused to complete or to perform work on or in connection with a City Contract.
- d. Vendor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- e. Vendor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- f. Vendor colluded with another Vendor to restrain competition.
- g. Vendor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- h. Vendor failed to cooperate in a City department investigation.
- i. Vendor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Department following the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

46. Recycle Products Requirements

As required by Seattle Municipal Code 20.01, whenever practicable, Vendor shall use reusable products, recyclable products and recycled content products including recycled content paper on all documents submitted to the City.

Vendors are to duplex all materials that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Vendors are to use 100% post consumer recycled content, chlorine-free paper in such products that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in business they conduct with and for the City. This directive is executed under the Mayor's Executive Order, issued February 13, 2005.

47. Section Headings, Incorporated Documents and Order of Precedence

- a. The headings used herein are inserted for convenience only and do not define or limit the contents.
- b. No verbal agreement or conversation between any officer, agent, associate or employee of The City and any officer, agent, employee or associate of the Vendor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.
- c. The following documents are incorporated. Where there is conflict or gap between or among these documents, the controlling document will be resolved in the following order of precedence (first listed being the precedence):
 - a. Applicable federal, state and local statutes, laws and regulations
 - b. **This Contract**
 - c. **All Attachments to this Contract, including Pricing, Management, and Technical Specification Agreements**
 - d. Licensing and Maintenance Agreements
 - e. RFP issued by the City
 - f. Vendor Proposal Response

- g. City Purchase Order documents issued, if any; and
- h. Vendor or manufacturer publications or written materials Vendor made available to City and used to effect the sale.

48. Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. No changes to provisions, price, quality or Statement of Work of this Contract will be effective without the written consent of both parties.

49. Authority for Modifications and Amendments

The Parties hereto reserve the right to make amendments or modifications to this Contract by written agreement, signed by an authorized representative of each party. No modification, amendment, alteration, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by the City RFP Coordinator and Vendor Contracting Officer. Only the City RFP Coordinator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of the City.

50. Severability

If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

51. Miscellaneous Provisions

- a. **Binding Contract:** This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.
- b. **Applicable Law/Venue:** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- c. **Remedies Cumulative:** Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.
- d. **Waiver:** No term or condition or breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of the breach of any term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither acceptance by The City of Vendor performance nor payment to Vendor for any portion of Work shall constitute a waiver by The City of the breach or default of any term or condition unless expressly agreed to by The City in writing.
- e. **Negotiated Contract:** The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.
- f. **Attorneys' Fees:** Subject to the indemnification provisions set forth in this Contract, if any action or suit is brought with respect to litigation or matters covered by this Contract, each party shall be responsible for all its own costs and expenses incident to such proceedings, including reasonable attorneys' fees.

- g. Authority: Each party represents that it has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and shall be bound by it.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

Gtechna USA

City of Seattle

B,

Signature

Date

Signature

Date

Michel Guay

Vivian Ortiz, City Purchasing Supervisor

President and CEO
Title

Vendor Contract #3156 – Gtechna USA
Attachment #1, Contract

ATTACHMENT 2 – Statement of Work

Appendix A

gtechna software and services cost 1.6.pdf

gtechna equipment cost 1.6.pdf

Appendix B

Project Deliverables 1.6a.pdf

ATTACHMENT 3 – Service Level Agreement

GTI Service Level Agreement.pdf

Handwritten signature

Statement of Work:

Officer Parking™

Prepared for:
CITY OF SEATTLE

Updated by:
David Alvarez
Dan Rossiter
Gtechna USA Corporation

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1. Introduction

This SOW document is created for the purposes of describing the installation of the Gtechna USA Corporation Officer Parking™ mobile ticket issuance system for the City of Seattle. Herein, this document referred to Seattle **RFP #POL-3156** and Gtechna response dated October 29th, 2013.

In consideration of the advanced features provided by this mobile ticket issuance system, Gtechna USA and the City of Seattle Parking Enforcement Section have agreed to support a multi-phase implementation program. Phase 1 will include Gtechna application functionality as described in this document, configured to reflect the citation issuance requirements of the Seattle Municipal Court and the current on-street parking payment systems. Delivered application functionality and reporting capabilities will be evaluated compared to current practices and a phase 2 scope with required enhanced features will be mutually developed and implemented. Phase 2 will include pay by space functionality and advanced reporting features. Development of Phase 2 will start no later than 30 days after the completion of Phase 1.

In addition to the Phase 2 program, Gtechna and the City of Seattle commit to a formal review of system performance and delivered feature functionality six months after the completion of the Phase 1 deployment. Supplemental training services may be requested during this review.

1.1 Document Goals

This SOW document seeks to specify software products, services, and hardware to meet business requirements.

1.2 Document revision table

Revision	Date	Author	Notes
1.0	2014.02.28	David Alvarez	
1.1	2014.03.13	Dan Rossiter	
1.2	2014.03.19	Dan Rossiter	Update pricing attachments with RFP format. Updates to pricing include removal of meter paybyplate interface. The update of equipment and license quantities.
1.4	2014.03.24	W Timmer	Edits to 1.3
1.5	2014.04.10	W. Timmer	Final edits prior to contract submittal
1.6	2014.04.11	Dan Rossiter	Edits from embedded Project Deliverables 1.5 to embedded Project Deliverables 1.6
1.7	2014.04.15	Dan Rossiter	Payment Terms Amended to include and reflect ALPR software
1.8	2014.04.17	W. Timmer	Accepted 1.7 and revised Deliverables insert
1.8	2014.04.21	Dan Rossiter	Accept revised deliverables insert 1.8a Accept final SOW revision 1.8
1.9	2014.04.21	Dan Rossiter	Terms of Payment Correction: - Server Software Deployment - Mobile Software Deployment Re: Enhance Feature Set in the Financial proposal had previously been omitted. Now included with software deployment in Payment Terms.

2. Project Summary

2.1 Project Objectives

The primary objective of this project is to provide the City of Seattle (Seattle), specifically with a Gtechna Officer solution set which includes:

- 2.1.1 Parking ticket issuance system
- 2.1.2 Parking Permit – Pay by Space Enforcement
- 2.1.3 Parking Rights – Pay by Space
- 2.1.4 Parking Rights – Pay by Plate
- 2.1.5 Plate Check
- 2.1.6 Activity Tracker
- 2.1.7 Activity Manager
- 2.1.8 Interface Development and Configuration
- 2.1.9 Equipment
- 2.1.10 Implementation Services
- 2.1.11 Service Level Agreement (SLA)

2.2 Project Scope

This section describes system deliverables to meet project objectives.

Deliverable and responsibilities are in Appendix B

3. Project Organisation

3.1 Responsibility Matrix

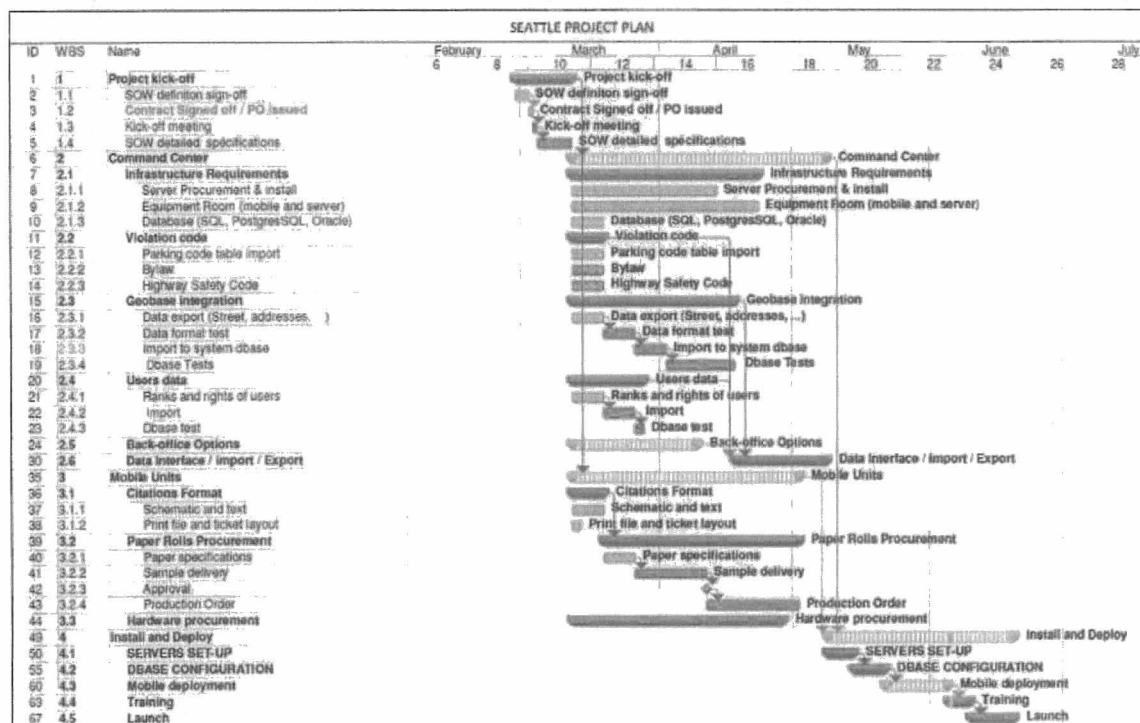
Role	Name	Org.	Contact info.	Responsibilities
PM	William Timmer	SEATTLE	wtimmer@bluewaterpm.com T: 206-790-3610	. Liaison between the GTI and SEATTLE . Project scope and deliverables.
PM	David Alvarez	GTI	david.alvarez@gtechna.com T: 514-953-9898 #150	. Liaison between the GTI and SEATTLE . Project scope and deliverables. . Project schedule and costs control.
SPD IT Coordinator	Joyce Law	Seattle	Joyce.Law@seattle.gov T: 206-684-5884	- SPD IT Coordinator - Post Implementation contact between SPD and GTI
RFP Coordinator	Michael Mears	SEATTLE	michael.mears@seattle.gov T: 206-684-4570	
PMO Manager	Bernard Campbell	GTI	bernard.campbell@gtechna.com T: +514-953-9898 #130	Operations Director
Account Manager	Dan Rossiter	GTI	dan.rossiter@gtechna.com T: 514-953-9898 #112 C: 514.893.5275	Contractor Account Manager

4. Project Management

4.1 Project Plan

Seattle deployment plan is ±18 weeks.

The included schedule is typical of the Gtechna implementation plan. A project control plan will be developed in coordination with Seattle Parking Enforcement during the implementation planning phase.



4.2 Project Milestones

The following are the project milestones as identified by the Contractor:

Specific dates will be inserted from the project schedule developed as part of the work described in 4.1 Project Plan.

Milestones	Milestone Dates	Comments
SOW sign off		
Contract Sign-off		
SEATTLE Project Purchase Order		
Customer Data import completed		
Network Remote access connectivity settle		
Server Software Deployment		
Hardware Delivery		
Interfaces and import / export configuration		
Mobile Software Deployment		
Training		
Production Go-Live		

4.3 Specifics

The following reflect supply and delivery requirements associated with the design and deployment of the Gtechna USA Corporation Officer Parking™ mobile ticket issuance system for the City of Seattle:

- The City-hosted data management and reporting application requires the City to provide servers for the following functions:
 1. Application server(s), located behind the SPD security firewall, as the site for Command Centre
 2. Test Application server(s), located behind the SPD firewall, as the site for the Command Centre test environment
 3. Primary application and database server(s), located outside of the SPD security environment, as the site for parking rights data access for the handheld devices (this capability may be provided by Gtechna as a cloud-based service)
- The servers will have an OS supporting Oracle or MSSQL.
- Final system architecture will be mutually developed by SPD IT and Gtechna to reflect the RFP defined functionality while optimizing cost and operating efficiency
- SEATTLE IT staff will configure networks and servers to accommodate the Contractor Officer Parking™.
- Securitized access to SEATTLE network and servers will be granted to the Contractor's technical staff for preliminary environmental setup and support purposes
- SEATTLE shall provide, in electronic format, all data required to fully configure the system; system users, city streets and all parking infractions and code enforcements.
- SEATTLE will manage and finance all server platform installations, maintenance, and licensing.
- The Command Centre will use either Oracle or MSSQL as the database engine complying with the City standard.
- SEATTLE will manage and finance all database installations, maintenance, and licensing.
- SEATTLE will furnish WWAN wireless activation for each handheld device.
- The Contractor will provide training materials, System Quick Reference Guide and provide support for custom training material preparation by Seattle staff.
- Remote training will be conducted by the contractor for the SEATTLE system administrator and selected training managers to support the initial Command Centre set-up and user access.
- Contractor will principally conduct the on-site train the trainer program and provide coaching for the initial officer training classes

5. Terms of Payment

The payment terms described below are requested by the Contractor and are deemed to be accepted by SEATTLE with issuing a PO in reference to this SOW with a signed contract s. All amounts are extracted from Gtechna price sheets in Appendix A.

System Deployment

- Initial payment for services at PO issuance (\$ 58,406.)
- Hardware Delivery (\$292,266)
- Server Software deployment (\$ 67,300)
- Interface (\$ 4,000)
- Mobile software deployment (\$266,745)

Support and maintenance

- Starting with deployment, 3 years of support and extended warranty (\$ 162,628)
- At 4th year, support and post warranty (\$ 106,672)
- At 5th year, support and post warranty (\$ 106,672)

6. Project Authorization

In Witness Whereof, both SEATTLE and the Contractor, having read this SOW in its entirety, do agree thereto in each and every particular.

Seattle Police Dept.



Authorized Signature

Detective J. M. [unclear]
Name

Atch. - Field Support
Title

May 12, 2014
Date

Gtechna USA Inc.


Authorized Signature

Michael Guay
Name

CEO
Title

April 21st, 2014
Date

OK MAIL
4-29-14

City of Seattle RFP# POL 3156
Seattle Parking Enforcement Handheld Citation Issuance System
Financial Response

Project Component	Unit Price	# Units (Hours, users, years)	Extended Price
Software Applications & Web Services			
Parking Citation Issuance (base)	850	145	123250
Courtesy Notice Issuance (incl)	0	145	0
Citation Number Issuance & Audit	1000	0	0
Vendor-hosted data storage, reports & analysis			0
SPD-hosted data storage, reports & analysis (alternate)	25000	1	25000
			0
Integrated Enforcement			
Pay-by-Space Meter enforcement - 5 license base	7500	1	7500
Pay-by-Space Meter enforcement - additional license	140	140	19600
Pay-by-Space Meter - App Program Interface	7500	1	7500
Pay-by-Space Meter - App Program Interface(future vendor)	7500	Future	0
Pay-by-Plate enforcement - 5 license base	7500	1	7500
Pay-by-Plate enforcement - additional license	140	140	19600
Pay-by-Plate PayByPhone - App Program Interface	7500	1	7500
Pay-by-Plate - Meter - App Program Interface	7500	Future	0
Plate Check - Verification of Parker Plate Entry - Base	7500	1	7500
Plate Check - Verification of Parker Plate Entry - Add'l Lic.	75	145	10875
Enhance Feature Set:			0
Officer Daily Activity Report - Command Centre	9900	1	9900
Officer Daily Activity Report - per Parking Citation Issuance	110	145	15950
			261675
ALPR Enforcement Software			
Vendor Host for ALPR	9900	1	9900
ALPR Mobile Software	11500	5	57500
ALPR - MDT Ticket Issuance	1000	5	5000
			72400
Interface Development-Vendor (In Days)			
Citation transfer to MCIS (incl)	1000	0	0
Interface to Stolen Vehicle List	1000	2	2000
Interface to Scofflaw List (incl)	1000	0	0
Interface to RPZ Permit List	1000	2	2000
			4000

M

City of Seattle RFP# POL 3156
Seattle Parking Enforcement Handheld Citation Issuance System
Financial Response

Maintenance & Warranty			
3-year software technical support and warranty	676150	20%	135230
Year 4 software technical support and warranty	338075	20%	67615
Year 5 software technical support and warranty	338075	20%	67615
			270460
Implementation Services			
Project Management	1000	8	8000
System Set-up	1000	9	9000
Training	1000	8	8000
Post Implementation Support	1000	4	4000
Parking Rights Implementation Services (incl)	0	0	0
Officer Daily Activity Report - setup	1000	4.5	4500
ALPR - Professional Services - PM; Setup; Training	15480	1	15480
Optional Services			
Additional Training Days			
Travel Expense to apply onsite professional services	1885	5	9426
			58406
Annual Support Costs			
Parking Citation Issuance	123250	20%	24650
ALPR Enforcement	72400	20%	14480
Courtesy Notice Issuance	0	20%	0
Citation Number Issuance & Audit	0	20%	0
Integrated Enforcement	87575	20%	17515
Officer Daily Activity Reporting	25850	20%	5170
Vendor-hosted data storage, reports & analysis		20%	0
SPD-hosted data storage, reports & analysis (alternate)	25000	20%	5000
Data Transfer Interfaces	4000	20%	800
(list others)		20%	0
	338075		67615
TOTALS			\$666,941

Handwritten signature/initials

City of Seattle RFP# POL 3156
Seattle Parking Enforcement Handheld Citation Issuance System
Financial Response

Project Component	Unit Price	# Units (Hours, users, years)	Extended Price
Hardware- Handheld Devices & Accessories			
Ruggedized Handheld Device - Panasonic JT-B1	1610	105	169050
Spare Battery	126	105	13186
Cradle(Power & Data); Stand; SD card;	282	105	29584
Options-			0
Other Recommended Accessories (list)			0
			211820
Hardware- Handheld Devices & Accessories (alternate rugged)			
Ruggedized Handheld Device - Honeywell Dolphin 99EX	1959	0	0
Spare Battery	74	0	0
Unit Accessories (Cradles, Cables)	224	0	0
Options-			0
Other Recommended Accessories (list)			0
			0
Tablet Device (optional)			
Hardware- Printers & Accessories			
Two-inch wide Printer - Zebra RW220	497	145	72101
Spare 2-inch Printer Battery.	62	30	1874
Cover and Strap	45	145	6471
"Specify" 3-inch wide Alternate Printer - Zebra QL320	747	0	0
Spare "x"-inch Alternate Printer Battery	62	0	0
Unit Accessories (Cradles, Cables)	136	0	0
Options-			
Other Recommended Accessories (list)			
			80446
2-inch Citation paper- thermal - in 100 ticket rolls	1.708	0	0
"3"-inch Citation paper- thermal		-	0
Maintenance & Warranty			
3-year handheld device warranty	0	105	0
Year 4 handheld device warranty	241.5	105	25358
Year 5 handheld device warranty	241.5	105	25358
3-year printer warranty	189	145	27398
Year 4 printer warranty	94	145	13699
Year 5 printer warranty	94	145	13699
TOTALS			\$397,778

Deliverables Summary

No. / Deliverable	Resp	Comments
1. Project Management	Contract or/ Customer	Schedule of meetings will be established to include respective individuals from GT, SPD
2. Remote Access - Setup and Config	SPD/GTI	GTI is supplying a SPD-hosted data management and reporting application. SPD is responsible for providing required server capacity and access parameters and terms and conditions for remote access by Authorized GT staff
3. Statement of Work	GT	PMO will define and submit a SOW to be attached to the contract. (Section number references, used in this document refer to Seattle RFP POL-3156 Scope of Work Requirements)
4. TICKET LAYOUT	SPD/GT	Decision on pre-printed content -SPD supplies GTI with samples of pre-printed back-side ticket stock; GTI to create mock-up of front-side incorporating the citation data elements described in 5.2.1 and attachment A1; SPD to approve. SPD responsible for all pre-printed content front and/or back. GTI software responsible for ticket front content at issuance. Back side text will be pre-printed. Layout includes GTI response to 5.2.2 requirement for 3 public notes fields.
HOST SOFTWARE COMMAND CENTER(CC)	Resp	Comments
5. SPD HOSTED APPLICATION SERVER	SPD	SPD is responsible for providing required server capacity and access parameters and terms and conditions for remote access by Authorized GT staff
6. CC - TICKETS	GT	Setup and config of base command center and database including check-in and check-out process data elements per 5.2.4 and collaborative development of DAR as per #10 enclosed below.
7. CC - ADMIN TABLES - Violation Codes - Users - Streets - Beats/Districts	SPD/GT	SPD provides electronic delimited files of violation code numbers, violation titles, pre-formatted public and private comments by code, fines, penalty amounts, state abbreviations, vehicle make, style, color, streets, beats/districts/ users, user ids, and all other set-up table data to be created in CC.
8. Ticket Range Management	GT	Single Ticket range to include all warning and voided tickets. All unused ticket numbers from all handhelds are recycled and re-used. The ticket number length will be an 8 digit sequential number plus a check digit per Section 5.2.3
9. STANDARD REPORTS AND DYNAMIC REPORTS	GT	Standard reports available with the base ticket issuance system included with system will be delivered with the initial system deployment. Enhanced query and reporting capabilities as required in Section 5.3 and Section 5.7 Scope of Work Attachment A6 will be delivered as a phase 2. Ticket View provides detailed custom query and reporting options with capability to export and to save the query
10. ACTIVITY TRACKING	GT	SPD and GTI will collaboratively develop the DAR reporting capabilities of the application to deliver requirements described in Section 5.2.7. Refer also to Section 5.7 Scope of Work Attachments A2-A5.
INTEGRATED ENFORCEMENT	Responsible	Comments
11. PARKING RIGHTS(PAY BY PLATE) - Software Setup and Config	GT	COMMAND CENTER PREP to accommodate pay by PLATE parking rights received from paid parking vendor. Can be re-used by other paybyplate paid parking vendors
12. PARKING RIGHTS(PBP) - API - Setup and Config	GT/PayByPhone	API setup and testing - with PayByPhone.com - Assumes transaction push by PayByPhone using Gtechna API. API documentation to be provided. Includes ability to query by plate or location # and double-check pay by phone database prior to print. Includes gtechna Plate Check feature (Phase 2).

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13. PARKING RIGHTS(PBP) - API - Setup and Config	GT/Meter Vendor to be determined	API setup and testing - with Parking Meter Vendor - Assumes transaction push by Meter Vendor using Gtechna API. API documentation to be provided
14. PARKING RIGHTS(PAY BY SPACE) - Software Setup and Config	GT/Pay by Space Vendor	COMMAND CENTER PREP to accommodate pay by SPACE parking rights received from paid parking vendor
15. PARKING RIGHTS(PBSp) - API - Setup and Config	GT/Vendor	API setup and testing - with Meter Vendor - Assumes transaction push by the meter vendor using Gtechna API. API documentation to be provided.
16. PARKING RIGHTS - PLATE CHECK	GT/PBP Vendors	Verification of Parker Plate Entry
17. SHARED TIMING	GT	With officer free-form notes
INTERFACE DEVELOPMENT	Resp.	Comments
18. TICKET DATA EXPORT TO MCIS	GT/SPD	Develop Export and respective process to export issued ticket records, per Section 5.4
19. STOLEN VEHICLE HOTLIST IMPORT	GT/SPD	Source to be determined and agreed by GT & SPD per Section 5.4
20. SCOFFLAW IMPORT	GT/SPD	Develop import and respective process of scofflaw file as provided by SPD per Section 5.4.
21. PERMITS IMPORT	GT/SPD	Develop import and respective process of RPZ Permit file as provided by SPD per Section 5.4. An Automated permit search function comparable to hotlist search may be considered. A collaborative review of enforcement process will determine the most effective use of the feature. This may incur a Change Order but will be a value to the PEO. A permit lookup screen allows the PEO to enter a specific RPZ zone on the "Permits" lookup screen; only permits in that particular zone will be searched when queried.
22.		
HANDHELD EQUIPMENT	Resp.	Comments
23. Shelf space to accommodate 105 tablet cradles; 40 Smartphone AC adaptors; 145 2" printers	SPD	Each device requires AC outlet
24. 105PANASONIC JTB1 tablets	GT	GT orders and arranges for delivery of Mobile Computers; cradle with spare battery slot; spare battery; SD Cards; hand straps
25. 40SAMSUNG GALAXY S4 Smartphone devices	SPD	Furnished by SPD
26. 145 Zebra RW220 Printers and Accessories	GTI	GTI orders and arranges for delivery of printer hardware and accessories; spare battery;
27. WIRELESS ACTIVATION	SPD	Arrangement for the activation of all mobile ticket issuance devices under scope
28. CITATION PAPER	GT/SPD	See TICKET LAYOUT above GT provides ticket layout; SPD purchases citation paper
29. INITIAL SETUP and CONFIG of all ticket issuance devices	GT/SPD	

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HANDHELD SOFTWARE	Responsible	Comments
30. 145LICENSE - MOBILE TICKET ISSUANCE APPLICATION - Ticket Issuance - Courtesy Ticket Issuance - Time Limit Marking - Broken Asset Reporting - Parking Rights Verify * Pay By Plate - Parking Rights Verify * Pay By Space - Issued Tickets List * Update pic; private notes - Check Out - Check In	GT	Assumes initial setup and config of all mobile devices and printers Includes default functionality for specific citation fields to be defined in the DAR check-out process. Also includes data retention of the previously issued citation. - ability to make and save changes to all public comments prior to printing and private comments before and after printing. - default violations that come up when the PEO starts a new ticket - location info as determined by the DAR checkout Two requests for design changes will be processed during the Phase 1 design process: - Design requirements, an effort estimate and an implementation schedule will be developed for the ability to provide additional citation fields that are subject to user default settings over those managed through the DAR process - Design requirements, an effort estimate and an implementation schedule will be developed for the ability to permit the handheld device profile settings to follow the user rather than the device
31. Ticket Issuance Form - Setup and configuration - config fields in/out of form	GT/SPD	Select data fields required for SPD ticket compliance
32. Abandoned Vehicle Monitoring	GT	SPD to provide ordinance parameters to determine abandoned status
33. Printed Ticket Layout	GT/SPD/ Paper Provider	See also initial setup..
LPR Enforcement Software	Resp	Comments
34. Command Center - ALPR Enforcement Management	GT	Web office component will be deployed on existing command center platform to manage ALPR scans, alerts, communication with ALPR vehicle MDT's.
35. Mobile ALPR enforcement software	GT	Mobile software for ALPR vehicle MDT. Must run on Windows platform. Proposed configuration will include scofflaw, hotlist, permit enforcement, eChalking. Permits are provided by The City in a delimited file at a predetermined server location and schedule.
36. Deployment on multiple camera systems	GT	Officer™ Plates software may be deployed on Genetec camera systems and 3M camera systems and Elsas camera systems..
37. Ticket Issuance - MDT	GT	Ticket Issuance will be incorporated into the Officer Plates program and use the same business rules, drop downs, and ticket layout as the hand held configuration approved by The City
38. ALPR Equipment Furnished by The Customer	SPD	Unless additional equipment is purchased through gtechna, the customer is responsible for furnishing and maintaining all LPR related equipment and accessories, all MDT equipment and accessories, the installation maintenance and support of all ALPR equipment, MDT equipment, mobile printers, and all related accessories.

NEGOTIABLE	Resp	Comments
39. SPD HOSTED vs. CLOUD	PM	The City is still very interested in Gtechna providing a cloud solution. This would put our complete solution in the DMZ. An alternative is to have a parking rights server siting in the DMZ but the command center sitting within the firewall. A COMPLETE GTECHNA HOSTED SYSTEM SOLVES ALL OF THIS. It remains the preference of The City
40. Void Prompt on Handheld. Prompt officer with	?	Technical response PS bullet 2. This is up to PMO to decide if included or not. It was declared as COTS in the response.

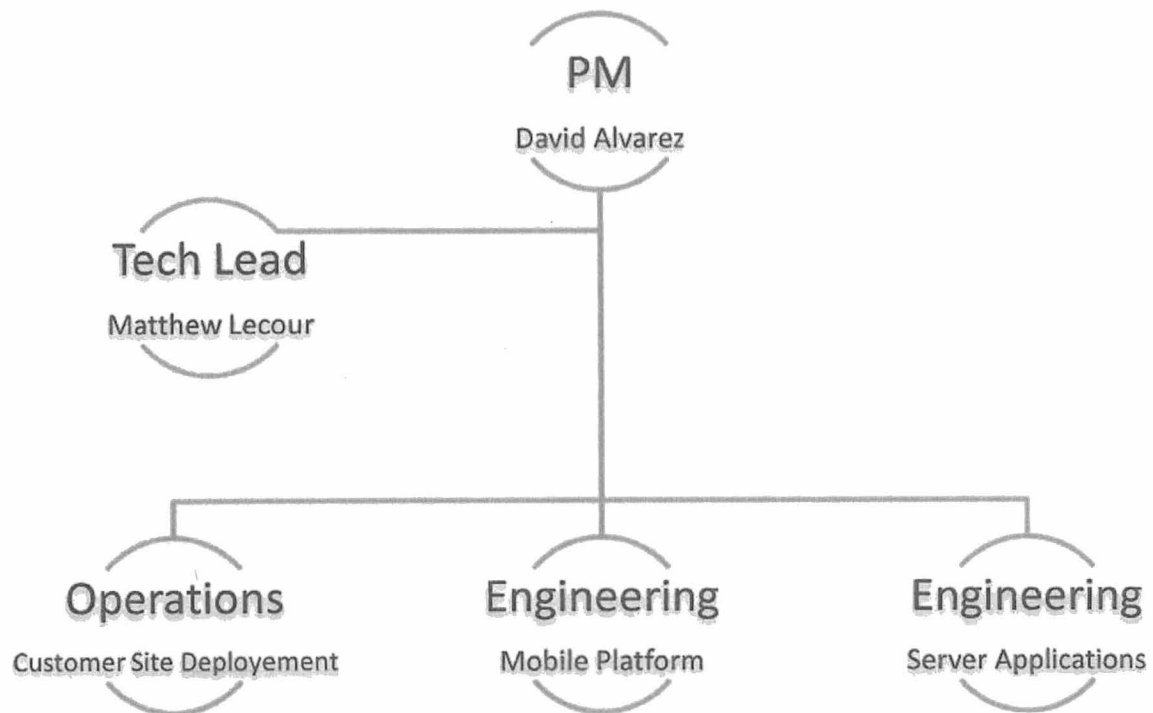
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message if void selected		
41. Check Out Process	PM	Check out / check in and DAR are interconnected. The Checkout includes a batch comm to get the latest hotlist and whitelist files; update signature; login; Officer certification notice (City Requirement). These 3 processes were initially priced and quoted at \$26K and we responded that they are COTS. They are to be developed with the assistance of SPD concerning requirements.
42. Check In Process	PM	Close the officers shift - batch comm;
43. DAR - Daily Activity Reporting	PM	A report by officer of all activity for any given enforcement day (period). Details to be worked out and agreed with SPD. SEE SECTION IN TECHNICAL RESPONSE ON DAILY ACTIVITY REPORT
44. Automatic Notification to Boot Team	PM	Feature to push alert to BOOT crew. FUTURE SCOPE. Options include SMS alert on boot crew cell phone. Optional BOOT tracking software for vehicle MDT. If BOOT processing is purchased, GT will include automated alert from mobile enforcement to boot system. TO BE DISCUSSED BETWEEN GT AND SPD
45. SCOFFLAW ALERT	PM	RECORD ACTION BY PEO - This is available in PLATES but not in TICKETS. It is a good feature but is not priced in the RFP. TO BE CONSIDERED BY PM? MAY REQUIRE DEV
46. Citation element default setting	PM	Provide the for the ability for additional citation fields to be subject to user default settings over those managed through the DAR process
47. Device profile settings	PM	Provide the ability to permit the handheld device profile settings to follow the user rather than the device

NOT IN SCOPE	Resp	Comments
48. Barcode Scanning - Mobile App		There was no indication of what barcodes required scanning in the field.
49. LPR - Grey Scope	GT	Handheld LPR has limited hit rate for curbside enforcement. Was not promised as a fully functional component but can be considered and priced for future scope.
50. NFC Near Field Communication	GT	Android Smartphone hardware carries this capability for future scope. NFC is not included in the original scope of the project. It was not included in the financial proposal - it can be made available as the need presents itself and will be a billable feature.
51. Multiple Ticket Ranges	GT	There will be a single range of tickets. However each tickets has a unique status including IS, WA, VD, 99999999(Training ticket). All tickets are easily accounted for by status.
52. Verify payment status directly on pay station vendor back office	GT	This is out of scope. We receive the parking rights from all payment vendors. They must push the payment status to command center for verification of payment status on command center.

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Appendix C – Team Organization Chart





AUTOMATE.

SERVICE LEVEL AGREEMENT (SLA)

www.gtechna.com

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Montreal, QC Canada H4T 1H2
T: 514.953.9898 F: 514.387.6220
communications@gtechna.com | www.gtechna.com

1. DEFINITIONS

IN THIS SERVICE LEVEL AGREEMENT (SLA) THE WORDS SET OUT BELOW WILL HAVE THE FOLLOWING MEANINGS:

- 1.1. "**Business Day**" shall refer to 9:00 a.m. to 5:00 p.m. (EST) Monday, Tuesday, Wednesday, Thursday and Friday except for statutory holidays;
- 1.2. "**Statutory Holidays**" – the following days are the statutory holidays that Gtechna's Offices are closed:
 - 1.2.1. **New Year's Day** – January 1st if it falls on a weekday, else the Monday following
 - 1.2.2. **Good Friday** – The Friday before Easter Sunday
 - 1.2.3. **National Holiday** – The first Monday preceding May 25th
 - 1.2.4. **National Holiday** – June 24th if it falls on a weekday, else the Monday following
 - 1.2.5. **National Holiday** – July 1st if it falls on a weekday, else the Monday following
 - 1.2.6. **Labour Day** – 1st Monday in September
 - 1.2.7. **Thanksgiving** – 2nd Monday in October
 - 1.2.8. **Christmas Day** – December 25th if it falls on a weekday, else the Monday following Christmas Day
- 1.3. "**Software**" means all software supplied to the Client by Gtechna
- 1.4. "**Equipment**" means the hardware & associated accessories sold or leased to the Client by Gtechna as listed in Appendix "C"
- 1.5. "**Issue**" means any Client query, defect, problem or error regarding the Software or Equipment the Client purchased or leased from Gtechna

2. STATEMENT OF INTENT

- 2.1.1. The aim of this agreement is to provide a basis for close co-operation between Gtechna and the Client for Support Services to be provided by Gtechna to the Client, thereby ensuring a timely and efficient resolution to any Issues encountered by the Client in the use of Gtechna's products.
- 2.1.2. This agreement is contingent upon each party knowing and fulfilling its respective responsibilities and fostering an environment conducive to the achievement and maintenance of targeted service levels.

3. OBJECTIVES OF SERVICE LEVEL AGREEMENT

- 3.1.1. To create an environment which fosters a co-operative relationship between Gtechna and the Client, to ensure effective support for the Client's end users.
- 3.1.2. To document the responsibilities of the Parties taking part in the Agreement.
- 3.1.3. To ensure that the Client achieves the provision of high quality of service for its end users with the full support of Gtechna.

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- 3.1.4. To define the commencement of the Agreement, its initial term and the provision for reviews.
- 3.1.5. To define the services to be provided by Gtechna and the level of service, which can be expected by the Client.
- 3.1.6. To detail the information Gtechna requires from the Client in order for Gtechna to begin its investigations of Issues.
- 3.1.7. To provide a common understanding of service requirements/capabilities

4. TERM OF AGREEMENT

- 4.1.1. This SLA will commence on [] and will continue as long as the Maintenance Contract is in effect and the payments to Gtechna are up to date.

5. SERVICE LEVEL EFFICIENCY

- 5.1.1. The success of service level agreements depends fundamentally on the ability to communicate credible and reliable information can be provided to both the customers and the support areas regarding the service provided.
- 5.1.2. Clear chain of communication with name and phone of key players and their responsibility is mandatory. A communication flow chart per annex "A", specific to the customer installation, will be enforced.

6. SOFTWARE ISSUE PRIORITY CLASSIFICATIONS

Priorities for all Issues will be jointly classified by the Client & Gtechna under one of the following classifications:

- 6.1. **Immediate** - The Client System is fully non-operational and Client is unable to perform core business functions
 - 6.1.1. Requires the immediate assignment of dedicated Gtechna personnel to resolve the Issue or provide a temporary solution to get the Client back up & operational as soon as possible.
- 6.2. **Urgent** - The Client System is partially non-operational but Client is able to perform only limited core business functions
 - 6.2.1. Requires the immediate assignment of Gtechna personnel to resolve the Issue or provide a workaround solution to get the Client back up & operational within three (3) Business Days
- 6.3. **Normal** - The Client System is partially non-operational but Client is able to perform most core business functions
 - 6.3.1. Requires the assignment of Gtechna personnel to resolve the Issue or provide a workaround solution within thirty (30) Business Days

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6.4. **Low** - The Client System is fully operational and is able to perform all core business functions

6.4.1. Requires the assignment of Gtechna personnel to resolve the Issue within ninety (90) Business Days. If the Issue is very minor in nature it may only be fixed in the next product version provided by Gtechna

6.5. **Info Only** - Information only requested by Client. The urgency of such requests will be determined jointly between the Client & Gtechna.

7. EQUIPMENT ISSUE PROCESS

If it is determined that Equipment sold or leased to the Client by Gtechna is in need of repair:

7.1. Gtechna will issue the Client an RMA number (Return Merchandise Authorization)

7.2. The Client, at its expense, will ship the defective Equipment to the repair depot as designated by Gtechna

7.3. Gtechna, at its expense, will ship replacement Equipment to the Client.

8. GTECHNA PRIMARY RESPONSIBILITIES

8.1. Gtechna is responsible for providing support services for the investigation and resolution for all Issues encountered by the Client related to the products Gtechna sold or leased to the Client. More specifically, Gtechna is responsible to:

8.1.1. Diagnose Issues which occur to the Software and Equipment and use all reasonable efforts to provide fixes as promptly as possible

8.1.2. Keep the Client apprised of the current status of reported errors and the efforts to resolve them on an ongoing basis

8.1.3. Effect deliveries of software fixes to the Client via a remote connection

8.1.4. Provide a fully operational and configured replacement for defective or malfunctioning equipment delivered within [90 Days] following the issuance of a Return Merchandise Authorization number (RMA).

8.1.5. Provide a resolution to software errors, or a reasonable work-around, within one (1) business day for support calls identified by the Gtechna & the Client as immediate or urgent

8.1.6. For Equipment failures Gtechna will:

8.1.6.1. Issue the Client an RMA number (Return Merchandise Authorization)

8.1.6.2. Gtechna, at its expense, will ship replacement Equipment to the Client within the time delays as detailed below:

8.1.6.2.1. Handhelds - [30 days]

8.1.6.2.2. Printers - [30 days]

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NOTE: The Client, at its expense, will ship the defective Equipment to the repair depot as designated by Gtechna

In situations where GTechna hosts the Client's Operations, Gtechna will:

- 8.1.7. Monitor the hosting services on an ongoing basis to maximize continuous operations
- 8.1.8. Monitor the hosting services to ensure performance is at its peak
- 8.1.9. Perform regular daily back-ups of all files necessary for the running of the software sold to the Client by Gtechna in the event a restore is required.

9. CLIENT PRIMARY RESPONSIBILITIES

- 9.1. The Client will provide a prime and secondary Contact(s) through which all reported problems encountered by the Client would be funnelled for subsequent notification to Gtechna. These individuals must have a working knowledge of the software and equipment and will be responsible managing user access, and for recording and reporting of problems.
- 9.2. The Client is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the Client's operation.
- 9.3. The Client will refer all problems to Gtechna in a timely manner using the outline below to describe the problems:
 - 9.3.1. Date / Time Reported:
 - 9.3.2. Reported by:
 - 9.3.3. Software affected:
 - 9.3.4. Equipment affected:
 - 9.3.5. Problem Description:
 - 9.3.5.1. Provide specific examples (pictures - screen shots, as available)
 - 9.3.6. Serial Number of Equipment on which Problem was detected:
 - 9.3.7. Statement of Impact on Client Operations:
 - 9.3.8. Other pertinent information (as appropriate):
- 9.4. The Client will supply Gtechna with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that Gtechna can investigate reported problems.
- 9.5. The Client must report defective equipment and request an RMA immediately upon observing a defect or malfunction in order to prevent the accumulation of Equipment requiring repairs that may impact the delay in receiving a replacement.

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NOTE: The Client, at its expense, will ship the defective Equipment to the repair depot as designated by Gtechna

- 9.6. Unless the Client's Operations is hosted by Gtechna, the Client is responsible for all Software & File back-ups on a regular ongoing basis
- 9.7. In order to maintain ongoing Gtechna Support the Client is responsible to ensure all Support & Maintenance payments to Gtechna are current

10. GTECHNA SUPPORT HOURS OF SERVICE

- 10.1. Regular Business Days – During Office Hours – Monday to Friday 9:00 a.m. to 5:00 p.m. (EST)**
- 10.1.1. Email – Monitored & responded within one business day.
- 10.1.2. Telephone – Normally answered when called. Voice messages are monitored and responded to within 1 hour throughout the day
- 10.2. Regular Business Days – Outside Office Hours – Monday to Friday 5:00 p.m. to 9:00 a.m. (EST)**
- 10.2.1. Email – Monitored & responded within one business day.
- 10.2.2. Telephone – Normally answered when called. Voice messages are monitored and responded to within 2 hours
- 10.3. Weekends – Friday 5:00 p.m. to Monday 9:00 a.m. (EST)**
- 10.3.1. Email – Monitored & responded within next business day.
- 10.3.2. Telephone – Normally answered when called. Voice messages are monitored and responded to within 2 hours.
- 10.4. Statutory Holidays – From 5:00 p.m. on the eve of the Statutory Holiday until 9:00 a.m. the morning following the Statutory Holiday (EST)**
- 10.4.1. Email – Monitored & responded within next business day.
- 10.4.2. Telephone – Normally answered when called. Voice messages are monitored and responded to within 4 hours.

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Handwritten signature

11. EQUIPMENT UPGRADES

- 11.1. Generally speaking, under normal circumstances, the Client has initially purchased or leased the latest Equipment offered by our Equipment Suppliers. This Equipment will eventually age and Clients may decide, at some point in time, to purchase either additional units of the same model or opt for the latest model available. Equipment Suppliers could also declare various models End of Life (EOL) and provide various options from their product line to upgrade to and a timeline by when this would be necessary.
- 11.1.1. The products of the Equipment Suppliers are in various stages of their life cycles. Gtechna is not privy to its Suppliers product plans. Gtechna as such has no prior knowledge when a Supplier decides to EOL one of its products. Gtechna will advise Clients as soon as they are notified by its Equipment Suppliers that one of its products has been declared EOL.
- 11.1.1.1. Gtechna will advise the Client of the expected impact upon the Client and propose the options available for managing the EOL.
- 11.1.2. If the Client purchases from Gtechna additional Equipment of the same model already in use, Gtechna will absorb the costs related to the installation. The Client would still have to pay for any additional Software Licences, as applicable.
- 11.1.3. If the Client purchases a new model of the current Equipment or opts for Equipment from a different manufacturer, the Client will pay for all related upgrade costs in this regard.

12. REQUEST FOR CHANGE (RFC)

- 12.1. Each Request for Change (RFC) by the Client will be evaluated by Gtechna's Product Management Committee to determine whether the request falls within the Software Product's Roadmap. Gtechna reserves the right to accept or reject any requested changes.
- 12.2. Each accepted RFC will then be evaluated by Gtechna to determine whether the request would be accommodated under the current Maintenance Contract or if the Client would be billed for the services.
- 12.3. A Quotation will be sent to the Client. Once approved the work will be scheduled and the Client will be advised of the planned delivery date.
- 12.4. RFC's submitted as a result of statutory or regulatory changes will be billable to the Client unless it is deemed to be a global request that would apply to Gtechna's greater Client base.

13. COMPLAINTS

- 13.1. All complaints relating to the operation of the help service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems.
- 13.2. Such complaints may relate to the following aspects:
 - 13.2.1. Expected level of support
 - 13.2.2. Actual support offered and delivered
 - 13.2.3. Personnel responsible for providing or administering support
 - 13.2.4. Any other issue relating to this document or the relationship between the Client and Gtechna.

14. SLA EXCLUSIONS

14.1. Equipment Exclusions

- 14.1.1. Services provided by Gtechna do not include repairs, testing, or replacement of parts caused by:
 - 14.1.1.1. Unauthorized tampering/modification of the Equipment's hardware or its firmware settings
 - 14.1.1.2. Use of the Equipment for other than the use for which it was designed
 - 14.1.1.3. Shipping damage, accident, misuse, damage or disaster, including fire, flood, or neglect
- 14.1.2. Replacement parts are not provided for "consumable" items such as batteries, print heads and Equipment accessories (e.g. carrying straps, cases, styluses, etc.).

14.2. Software Exclusions

- 14.2.1. Services provided does not include the investigation, testing and changes required as a result of the unauthorized changing by the Client of any of Gtechna's System settings, configurations or parameters used for the proper operation of its Systems.
- 14.2.2. Services provided by Gtechna do not include the investigating, testing or repairing of any software not sold or leased to the Client by Gtechna.

14.3. Other Exclusions

- 14.3.1. Services provided do not include support for system environment changes necessitated by the Client. Examples of exclusions include such things as:
 - 14.3.1.1. Equipment upgrades (e.g. New Servers, DBMS Upgrades, Network Changes, File migrations, Middleware upgrades, etc...)
 - 14.3.1.2. 3rd Party Vendor software changes (e.g. New Versions, Interfaces, File Imports/Exports, Anti-Virus, etc...)

Annexe "A"

GTECHNA / CLIENT CONTACT INFO:

1. EMAIL ADDRESS (to be used at all times)

support@gtechna.com

2. OFFICE TELEPHONE (to be used at all times)

1- 866-308-7877

Or

514-953-9898 Ext: 3

3. SUPPORT TELEPHONE (Outside of normal Business Hours)

514-297-3252 – Immediate & Urgent Issues only

514-953-9898 Ext: 3 - High & Normal Issues to leave a message

Customer
support
Coordinator

GTECHNA
HELP DESK
support@gtechna.com
1-866-308-7877
URGENCIES
514-297-3252

Equipment
repair
rma@gtechna.com

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City of Seattle RFP# POL 3156
Seattle Parking Enforcement Handheld Citation Issuance System
Financial Response

UPDATED 07/29/2015

Project Component	Unit Price	# Units (Hours, users, years)	Extended Price
Software Applications & Web Services			
Parking Citation Issuance (base)	850	145	123250
Courtesy Notice Issuance (incl)	0	145	0
Citation Number Issuance & Audit	1000	0	0
Vendor-hosted data storage, reports & analysis			0
SPD-hosted data storage, reports & analysis (alternate)	25000	1	25000
Officer Command Center - WEB Frame Software	3960		
Officer CC Concurrent Admin User License Add-on	2000		
Officer Police Enforcement Server Module	4800		
Officer Police Enforcement Mobile Software (Android)	792		
Interface Module for Court Processing System (Batch)	2400		
Cloud Hosting - Bronze Package (Annual Fee)	4200		
Cloud Hosting - Silver Package (Annual Fee)	7980		
Cloud Hosting - Gold Package (Annual Fee)	14340		
Cloud Hosting - High Availability & Failover (Annual Fee)	12000		
Integrated Enforcement			
Pay-by-Space Meter enforcement - 5 license base	7500	1	7500
Pay-by-Space Meter enforcement - additional license	140	140	19600
Pay-by-Space Meter - App Program Interface	7500	1	7500
Pay-by-Space Meter - App Program Interface(future vendor)	7500	Future	0
Pay-by-Plate enforcement - 5 license base	7500	1	7500
Pay-by-Plate enforcement - additional license	140	140	19600
Pay-by-Plate PayByPhone - App Program Interface	7500	1	7500
Pay-by-Plate - Meter - App Program Interface	7500	Future	0
Plate Check - Verification of Parker Plate Entry - Base	7500	1	7500
Plate Check - Verification of Parker Plate Entry - Add'l Lic.	75	145	10875
Enhance Feature Set:			0
Officer Daily Activity Report - Command Centre	9900	1	9900
Officer Daily Activity Report - per Parking Citation Issuance	110	145	15950
			261675
ALPR Enforcement Software			
Vendor Host for ALPR	9900	1	9900
ALPR Mobile Software	11500	5	57500
ALPR - MDT Ticket Issuance	1000	5	5000
			72400
Interface Development-Vendor (In Days)			
Citation transfer to MCIS (incl)	1000	0	0
Interface to Stolen Vehicle List	1000	2	2000
Interface to Scofflaw List (incl)	1000	0	0
Interface to RPZ Permit List	1000	2	2000
			4000

City of Seattle RFP# POL 3156
Seattle Parking Enforcement Handheld Citation Issuance System
Financial Response

Maintenance & Warranty			
3-year software technical support and warranty	676150	20%	135230
Year 4 software technical support and warranty	338075	20%	67615
Year 5 software technical support and warranty	338075	20%	67615
			270460
Implementation Services			
Project Management	1000	8	8000
System Set-up	1000	9	9000
Training	1000	8	8000
Post Implementation Support	1000	4	4000
Parking Rights Implementation Services (incl)	0	0	0
Officer Daily Activity Report - setup	1000	4.5	4500
ALPR - Professional Services - PM; Setup; Training	15480	1	15480
Optional Services			
Additional Training Days			
Travel Expense to apply onsite professional services	1885	5	9426
			58406
Annual Support Costs			
Parking Citation Issuance	123250	20%	24650
ALPR Enforcement	72400	20%	14480
Courtesy Notice Issuance	0	20%	0
Citation Number Issuance & Audit	0	20%	0
Integrated Enforcement	87575	20%	17515
Officer Daily Activity Reporting	25850	20%	5170
Vendor-hosted data storage, reports & analysis		20%	0
SPD-hosted data storage, reports & analysis (alternate)	25000	20%	5000
Data Transfer Interfaces	4000	20%	800
(list others)		20%	0
	338075		67615
TOTALS			\$666,941

City of Seattle RFP# POL 3156
Seattle Parking Enforcement Handheld Citation Issuance System
Financial Response

Project Component	Unit Price	# Units (Hours, users, years)	Extended Price
Hardware- Handheld Devices & Accessories			
Ruggedized Handheld Device - Panasonic JT-B1	1610	105	169050
Spare Battery (Panasonic JT-B1)	126	105	13186
Cradle(Power & Data); Stand; SD card (Panasonic JT-B1)	282	105	29584
Options - Panasonic JT-B1			0
Other Recommended Accessories (list)			0
			211820
Hardware- Handheld Devices & Accessories (alternate rugged)			
Ruggedized Handheld Device - Honeywell Dolphin 99EX	1959	0	0
Spare Battery (Honeywell Dolphin 99EX)	74	0	0
Unit Accessories (Cradles, Cables) (Honeywell Dolphin 99EX)	224	0	0
Options - Honeywell Dolphin 99EX			0
Other Recommended Accessories (list)			0
			0
Hardware- Handheld Devices & Accessories (alternate rugged)			
Ruggedized Handheld Device - Panasonic FZ-X1	1685	0	0
Spare Battery (Panasonic FZ-X1)	107	0	0
Unit Accessories (Cradles, Cables) (Panasonic FZ-X1)	129	0	0
Options - Panasonic FZ-X1			
Other Recommended Accessories (list)			
Panasonic 4-Bay Cradle Charger for FZ-X1	691	0	0
Panasonic 4-Bay Battery Charger for FZ-X1	358	0	0
Panasonic Hand Strap + Stylus Bundle for FZ-X1	35	0	0
Panasonic AC adapter for FZ-X1	45	0	0
			0
Hardware- Printers & Accessories			
Two-inch wide Printer - Zebra RW220	497	145	72101
Spare 2-inch Printer Battery	62	30	1874
Cover and Strap	45	145	6471
"Specify" 3-inch wide Alternate Printer - Zebra QL320	747	0	0
Spare "x"-inch Alternate Printer Battery	62	0	0
Unit Accessories (Cradles, Cables)	136	0	0
Options-			
Other Recommended Accessories (list)			
			80446
2-inch Citation paper- thermal - in 100 ticket rolls	1.708	0	0
"3"-inch Citation paper- thermal	-	-	0
ZEBRA (ZQ510) - 3 Inch Printer , Bluetooth 4.0	525	0	0
ZEBRA (ZQ510 & ZQ520) - Spare Battery	115	0	0
ZEBRA (ZQ510) - Soft Case with Shoulder Strap	75	0	0
ZEBRA (ZQ510 & ZQ520) - Mobile AC Adapter (Fast Charger)	75	0	0
ZEBRA (ZQ510 & ZQ520) - 4 Bay Power Station	350	0	0
Options-			
Other Recommended Accessories (list)			
			0

City of Seattle RFP# POL 3156
Seattle Parking Enforcement Handheld Citation Issuance System
Financial Response

Maintenance & Warranty			
3-year handheld device warranty	0	105	0
Year 4 handheld device warranty	241.5	105	25358
Year 5 handheld device warranty	241.5	105	25358
3-year printer warranty	189	145	27398
Year 4 printer warranty	94	145	13699
Year 5 printer warranty	94	145	13699
PANASONIC Standard Warranty (3 Years Incl. with Purchase)	0	0	0
PANASONIC Extended Warranty (2 Years)	325	0	0
PANASONIC Protection Plus; Accidental (5 Yrs)	750	0	0
ZEBRA ZQ500 Series Standard Warranty (1 Year Included)	0	0	0
ZebraCare Advantage Plus with Comprehensive Coverage (5 Yrs)	226	0	0
TOTALS			\$397,778



152449 OP

Procurement and Contracts Division

REQUEST FOR PURCHASE ORDER

PROCUREMENT NO.:

.3Stand Alone

PROCUREMENT TITLE: E-Citation Equipment and Support

REQUISITION NO.: 14235

PROJECT MANAGER: DAVID SHUPE

PO AMOUNT (Pre-Tax): \$230,248.20

CONTINGENCY AMOUNT: \$ 23,024.82

FEDERALLY FUNDED: ☒ No ☐ Yes, Source:

VENDOR/CONTRACTOR: GTECHNA USA CORPORATION

CONTRACT DESCRIPTION: Equipment/Material

BUSINESS UNIT: 800509

START DATE: 9/8/2015

END DATE: 5/12/2019

PURCHASE ORDER

TYPE: SHIP TO: Union Station

OP: Stand Alone Purchase Order

PURCHASING TYPE : Piggyback Agreement

Arias
70430

DA

<input type="checkbox"/> Prevailing Wages	<input type="checkbox"/> Protest	<input checked="" type="checkbox"/> Tax Type of Tax: Sales Lines on Req. that are taxable Tax Location:
<input type="checkbox"/> Public Works Contract	<input type="checkbox"/> Single Bid	
<input type="checkbox"/> OCIP	<input type="checkbox"/> Buy America Waiver	
<input type="checkbox"/> Retainage % to be withheld:		

HEADER TEXT FOR STAND ALONE PO'S:

THIS PURCHASE ORDER IS ISSUED PURSUANT TO THE CITY OF SEATTLE AGREEMENT WITH GTECHNA USA, CORPORATION CONTRACT NO. 0000003156. VENDOR SHALL PROVIDE SOUND TRANSIT VIA THE CONTRACT SPECIALIST IDENTIFIED A CERTIFICATE OF INSURANCE AS REQUIRED IN THE CONTRACT LISTING SOUND TRANSIT HAS THE CERTIFICATE HOLDER. THIS PURCHASE ORDER IS FOR A NOT-TO-EXCEED AMOUNT. VENDOR SHALL NOT PERFORM WORK OR SELL PRODUCTS NOT INCLUDED IN THE CONTRACT SCOPE AND VENDOR SHALL NOT EXCEED THE STATED AMOUNT WITHOUT THE ADVANCE WRITTEN APPROVAL OF SOUND TRANSIT IN THE FORM OF A PURCHASE ORDER/CHANGE ORDER. VENDOR SHALL SIGN AND RETURN A COPY OF THIS PURCHASE ORDER AS ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS ORDER.

Special Instructions:

Prepared By:

Carlos A Arias

Sr. Contracts Specialist

Date:

Signature Approvals (required for MTS PO's)

April Alexander Contracts Manager

Date:

R43500

ST00003

Requisition

SOUND TRANSIT

152449 0P 8/17/2015

Page -

1

Order Number 14235 000 OR

PO Number 14235- 000 - OR

Division 800509IT

Supplier 71625

Federal Funding? N

Shipped From GTECHNA USA CORPORATION
334 CORNELIA ST UNIT 549
PLATTSBURGH NY 12901

Ship To SOUND TRANSIT
401 S JACKSON
SEATTLE WA 98104

Ordered 8/10/2015 Contract Specialist Project Manager SHUPE, DAVID S

Requested 8/10/2015

Requested by HILLE Comm Pckg ID Contract Desc

Procurement Type No Purchasing Type

This contract is a piggyback off of City of Seattle SPD for hardware and software for ticketing, expiring 2019

Capitol budget is allocated at \$400K LT budget under IT Transit Systems Fare Collection project 3x212

O&M budget is not applicable for year 2015, and has been allocated for 2016 and will be going forward as applicable

Original

Line	Rev	Description / Supplier Item	Ordered	UOM	Unit Price	PR UM	Extended Price	Requested Date	Account Number
1 000	0	Implementation Software		LS	0000	LS	40,135 00	8 10 2015	300031 168100 10099
2 000	0	Software Annual Renewal yr 2-4		LS	0000	LS	56,325 00	8 10 2015	800509 503451 01333
3 000	0	Hardware		LS	0000	LS	101,176 20	8 10 2015	300031 168100 10098
4 000	0	Services / Optional Development		LS	0000	LS	24,500 00	8 10 2015	300031 168100 10099
5 000	0	Ticket Stock - Annual Supply		LS	0000	LS	8,112 00	8 10 2015	260118 503280
6 000	0	Contengency Software		LS	0000	LS	20,574 82	8 10 2015	800509 503451 01333
7 000	0	Contengency Services		LS	0000	LS	2,450 00	8 10 2015	800509 503130 01333

Total Amount / Independent Cost Estimate (ICE) 253,273 02

Tax Group Summary

SEATTLE 9 600 % 226,323 02 21,727 01

Sales Tax ICE

Tax Rate 9 600 21,727 01 275,000 03

CHECK ONE:

Price is fair and reasonable based on

☒ Competition

☐ Past Experience

☐ Research of Market Rates

☐ Other _____

APPROVED:

OLESON, STEVEN J 8 11 2015

TERRY, KRISTIN M 8 11 2015

JEFFERIES, CHRISTOPHER H 8 13 2015

NAYYAR, GAURAV 8 13 2015

- partial 24,201
- partial
7/18/12
O

RED FOLDER APPROVALS FORM

APPROVAL TO ADVERTISE		
PROCUREMENT:	E-Citation Fare Enforcement System (PIGGYBACK)	
INDEPENDENT COST ESTIMATE:	\$ 275,000.00	TERM (BASE + OPTIONS): 4 years
FEDERALLY FUNDED:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Source:	
PROJECT LABOR AGREEMENT:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
[Project Manager, Title]		Date:
[Contract Specialist, Title]		Date:
April Alexander, Contracts Manager		Date:
Ted Lucas, Director, Procurement and Contracts		Date:
APPROVAL FOR NOTICE OF INTENT TO AWARD		
AWARDEE:	GTechna USA, INC.	
AWARD AMOUNT:	\$275,000	TERM (BASE + OPTIONS): 4 years
Contract Specialist: [PRINT NAME]		Date:
Executive Director: [PRINT NAME & DEPT.]		Date:
April Alexander, Contracts Manager		Date:
Ted Lucas, Director, Procurement and Contracts		Date:
APPROVAL FOR CONTRACT EXECUTION		
PROTEST:	The protest period ended on _____ and _____ protest were received	
Contract Specialist: Carlos Arias		Date: 8-22-15
April Alexander, Contracts Manager		Date: 8-31-15
Ted Lucas, Director, Procurement and Contracts <i>Per delegation of authority e-mail dated 8/27/15</i>		Date: 8-31-15